

DECISIONS  
OF THE  
UNITED STATES  
RAILROAD LABOR BOARD

WITH  
ADDENDA AND INTERPRETATIONS

1921

WITH AN APPENDIX  
SHOWING  
REGULATIONS OF THE LABOR BOARD AND DECISIONS OF  
THE ADJUSTMENT BOARDS, ALSO COURT DECISIONS  
AND REGULATIONS OF THE INTERSTATE COM-  
MERCE COMMISSION IN RESPECT TO TITLE  
III OF THE TRANSPORTATION ACT, 1920

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1922



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**VOL. II**  
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UNITED STATES RAILROAD LABOR BOARD,  
CHICAGO, ILL.

MEMBERS 1921.

R. M. BARTON, *Chairman.*  
BEN W. HOOPER,<sup>1</sup> *Vice Chairman.*  
HORACE BAKER.  
J. H. ELLIOTT.  
G. W. W. HANGER.  
SAMUEL HIGGINS.<sup>2</sup>  
W. L. McMENIMEN.<sup>3</sup>  
ALBERT PHILLIPS.  
A. O. WHARTON.  
C. P. CARRITHERS, *Secretary.*

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<sup>1</sup> Appointed April 25, 1921, to succeed Henry T. Hunt, term expired.

<sup>2</sup> Appointed April 25, 1921, to succeed W. L. Park, term expired.

<sup>3</sup> Appointed April 25, 1921, to succeed James J. Forrester, term expired.



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## INTRODUCTION.

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Title III of the Transportation Act, 1920, provides that the United States Railroad Labor Board shall publish from time to time its official decisions, together with certain related data. The specific requirements of the law in this respect are—

SEC. 308. The Labor Board—

(5) Shall at least annually collect and publish the decisions and regulations of the Labor Board and the adjustment boards and all court and administrative decisions and regulations of the commission in respect to this title, together with a cumulative index-digest thereof.

This is the second annual edition of the "Decisions of the United States Railroad Labor Board," and covers the calendar year 1921. The basal arrangement and the major divisions of this volume are in the same general style and order as that adopted for Volume I, which, for convenient reference, is noted herewith as follows:

Part 1.—Decisions.

Part 2.—Addenda.

Part 3.—Interpretations.

Part 4.—Appendix.

The first, second, and third parts contain copies of all decisions, addenda, and interpretations, together with an alphabetical index of carriers, organizations, and subjects. The fourth part, designated as an appendix, contains copies of the orders, regulations, and announcements issued by the Labor Board and the adjustment boards, and gives the text of all court decisions and Interstate Commerce Commission regulations in respect to Title III of the Transportation Act, 1920. Three adjustment boards have now been created under the provisions of the act, only one of which, however, issued any decisions during the year 1921.

The cumulative index-digest, as the title suggests, commences with the date of the organization of the Board, April 16, 1920, and extends to December 31, 1921; therefore, this issue makes available in brief form all decisions and related data published to date by the Labor Board. Following the idea adopted in the digest in Volume I, the present digest attempts to present in the fewest possible words the principal points involved in each case, using excerpts from the original text whenever possible to do so; in no event, however, is it intended that these digests shall modify or change the decisions or the regulations in any particular. For official use the reader is expected to refer to the published decisions and regulations, a citation of which may be noted immediately following the names of the parties to the dispute.



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# PART 1

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DECISIONS :: 1921

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## DECISIONS OF THE UNITED STATES RAILROAD LABOR BOARD.

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### DECISION NO. 43.—DOCKET 54.

*Chicago, Ill., January 14, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Los Angeles & Salt Lake Railroad Co.

*Question.*—Were the terms of an understanding between the general chairman of the clerks' committee and the general manager of the railroad, on June 29, regarding reinstatement on trial for a period of 30 days, of Mr. J. H. Short, carried out?

*Statement.*—On April 24, the position of division clerk was created and bulletined for bid. Mr. Short's application for the position was denied and it was assigned to an employee with less seniority. This action was protested and on June 9 a hearing was held concerning same. Following this hearing, a check was made of Mr. Short's work, the result of which was unsatisfactory from the management's viewpoint and Mr. Short was dismissed on the grounds of inefficiency.

On June 16 and 17, a hearing was held on the matter of his dismissal and the matter was appealed to the general manager by the committee. On June 29 an agreement was made between the general manager and the general chairman that Mr. Short would be returned to the position he held at the time of his dismissal, on probation for a period of 30 days, without pay for any time he had been out of service; that if he made good on his former position he would retain it with his former seniority without prejudice, and with the further understanding that this would not entitle him to the position of division clerk, which was bulletined on April 24, but would not prevent him from getting any position in the future to which his seniority, fitness, and ability would entitle him.

Mr. Short reported for work on June 30 in accordance with the agreement, but did not start to work, claiming that the work he was offered was not a part of the regular duties of his former position. In response to an inquiry from the Board, both the carrier and the employees state that Mr. Short had previously performed the work to which he was assigned on returning for the 30-day trial.

*Decision.*—The Board decides that Mr. Short should have accepted the work to which he was assigned when he reported in accordance with the agreement above referred to, and the matter appealed to the general manager if it was thought that the agreement was not being fairly carried out. Therefore, request for reinstatement of Mr. Short is denied.

## DECISION NO. 44.—DOCKET 78.

*Chicago, Ill., January 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway Co.**

*Question.*—Dispute in connection with bulletined position not awarded to employee holding seniority, applying therefor.

*Statement.*—Rule 6 of the agreement between the director general of railroads and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees provides that promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail.

*Decision.*—It is the decision of the Board, based on the evidence before it, that Mr. Belt has sufficient fitness and ability; therefore, he shall be allowed the opportunity to qualify for the position for which he has applied, in accordance with rule 10 of the agreement above referred to.

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## DECISION NO. 45.—DOCKET 98.

*Chicago, Ill., January 14, 1921*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Boston & Maine Railroad.**

*Question.*—The subject matter of this case is a dispute between the Boston & Maine Railroad and its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees in regard to a change in date of termination of pay-roll week.

*Decision.*—The Board decides that the carrier is within its rights in changing the date of termination of the pay-roll week. It should be understood, however, that this decision is not applicable where it is in conflict with State laws.

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## DECISION NO. 46.—DOCKET 99.

*Chicago, Ill., January 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York, New Haven & Hartford Railroad Co.**

*Question.*—Dispute in connection with bulletined position not awarded to employee holding seniority.

*Statement.*—Rule 6 of the agreement between the Director General of Railroads and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

*Promotion basis.*—Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this

provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I of this agreement.

NOTE.—The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy," where two or more employees have adequate "fitness and ability."

The intent of this rule is to establish seniority as the first consideration in selecting the successful applicant for a bulletined position, but there must be coupled with seniority sufficient fitness and ability to qualify on the position in the 30-day trial provided for in rule 10.

*Decision.*—Basing its decision on evidence submitted and investigation made, the Board sustains the position of the company.

#### DECISION NO. 47.—DOCKET 111.—CASE NO. 1.

*Chicago, Ill., January 14, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Rutland Railroad Co.

*Question.*—Application of section 3, Article XIII, of Decision No. 2, to the positions of bridge and building foremen.

*Statement of facts.*—Bridge and building foremen on this railroad are paid a fixed monthly salary covering all service rendered, without additional compensation for overtime, Sunday or holiday work, nor deduction from their pay in case of a short absence from their work.

*Employees' position.*—We contend that the foremen in question be paid the increase specified under section 1, Article III, of the wage award, 240 times 15 cents per hour instead of 204 times, as specified under section 3, Article XIII, of the wage award, as these men are paid under a full 30-day assignment, and our understanding is that the 204 mentioned under section 3 of Article XIII applies to 26-day monthly assigned men.

*Railroad's position.*—A monthly salary without overtime for these bridge and building foremen was fixed during Federal control, by special authority of the regional director, after considering what the earnings of the foremen would be for 26 eight-hour working days a month under Supplement No. 8, then establishing a fair differential between the pay of the men and the foremen, then adding the amount of earnings from time actually worked over eight hours during the year ending August 31, 1919, and then providing for favorable marginal leeway in establishing a monthly rate.

Considering the manner in which the monthly rates were arrived at originally and that as a rule these gangs work only 26 days a month, excepting in case of emergency, when they are, of course, required to work Sundays or holidays, the management interprets Decision No. 2 to mean that these monthly paid foremen come under section 3 of Article XIII, and should have added to their rates, effective February 29, 1920, 204 times the hourly rate of 15 cents as specified in section 1 of Article III.

*Decision.*—Interpretation No. 1 to Decision No. 2 clearly covers the question in dispute. The claim of the employees is therefore denied.

## DECISION NO. 48.—DOCKET 111.—CASE NO. 2.

*Chicago, Ill., January 14, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Rutland Railroad Co.

*Question.*—Application of sections 6 and 8, Article III of Decision No. 2, to positions increased subsequent to March 1, 1920.

*Statement of facts.*—On February 29, 1920, track, shop, engine house, bridge and building, and all other common laborers mentioned in sections 6 and 8, Article III, of the wage award, were receiving 37 cents and 38½ cents per hour. These rates were voluntarily increased to 40 cents by the management May 17, 1920.

The 10-cent and 8½-cent increase provided for in sections 6 and 8, Article III, of Decision No. 2, have been added, respectively, to the 37-cent and 38½-cent per hour rate in effect February 29, 1920.

*Employees' position.*—We contend that the 10-cent and 8½-cent increase provided for under sections 6 and 8, Article III, of the wage award, should be applied to the 40-cent rate, as the 40-cent rate was established under Supplement No. 8 to General Order No. 27, issued under the authority of the United States Railroad Administration.

At the present time, under the application of the wage award, sections 6 and 8 of Article III, practically all common laborers in this region have the 8½-cent increase applied to the 40-cent rate, and the employees in question feel that it would be a great injustice to them if they are not allowed the same compensation.

Special attention is called to article 1, section G, of Supplement No. 8 to General Order No. 27. Your attention is also called to Article VI, paragraph L, of the national agreement between the United States Railroad Administration and employees herein mentioned, effective December 16, 1919. Your attention is also called to Article VIII of Interpretation No. 1 to Supplement No. 8 to General Order No. 27, first paragraph.

*Railroad's position.*—(1) Quoting from Decision No. 2, "The intent of this decision is that the named increase, except as otherwise stated, shall be added to the rate of compensation established by and under the authority of the United States Railroad Administration."

(2) The rates established by and under the authority of the United States Railroad Administration were 37 cents and 38½ cents, respectively, these rates being in effect on February 29, 1920, at the time of the relinquishment of Federal control.

The management, therefore, understands that it can not do other than add the increases of 10 cents and 8½ cents granted by the Board to the rates of 37 cents and 38½ cents and not to the 40-cent rate made after the termination of Federal control, or, in other words, that the voluntary increases of 3 cents and 1½ cents, respectively, named by the management May 17, 1920, must be absorbed in the increases granted by Decision No. 2.

*Decision.*—Interpretation No. 2 to Decision No. 2 clearly covers the question in dispute. The claim of the employees is therefore denied.

## DECISION NO. 49.—DOCKET 111.—CASE NO. 3.

Chicago, Ill., January 14, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Rutland Railroad Co.

*Question.*—Application of section 3, Article III, of Decision No. 2, maintenance of certain differentials in rates of section foremen.

*Statement of facts.*—Previous to the application of Supplement No. 8 to General Order No. 27, it was the practice of this railroad to pay track foremen in a certain number of larger yards a higher rate of pay than that of other section foremen. In applying the terms of Supplement No. 8, these differentials were eliminated until April 1, 1920, when the same differentials that had existed previous to the application of Supplement No. 8 were restored.

*Employees' position.*—We contend that as the practice of paying differentials to employees above mentioned was in effect prior to the application of Supplement No. 8 and also prior to the issuance of the present wage award, they should now remain in effect, as these differentials were restored voluntarily by the railroad company. It is also the practice of all other railroads in this region to pay certain differentials to the same class of employees on their respective railroads.

We would also refer you to article 8 of Interpretation No. 1 to Supplement No. 8 to General Order 27, first paragraph. The terms mentioned in this paragraph were established under the authority of the United States Railroad Administration, and we contend that the same terms should apply under this wage award, which reads as follows:

Add to the rates established by or under the authority of the United States Railroad Administration, for each of the hereinafter-named classes, the following amounts per hour: \* \* \*

We also contend that it would be a great injustice to these men to take away what has already been given them.

*Railroad's position.*—The management interprets Decision No. 2 as not giving it the right to add the named increase for section foremen to other than the rates established under the United States Railroad Administration. In other words, the increase must be added to those rates in effect February 29, 1920, and it is therefore precluded from adding the increase to the rates made effective April 1, 1920, after Federal control had terminated.

By this interpretation the differentials between road and yard section foremen are, unfortunately, eliminated.

*Decision.*—The provisions of Decision No. 2 have been complied with; therefore, the Board can take no action in the matter.

The Transportation Act, 1920, does not prohibit the carriers from making adjustments such as are herein referred to, when such adjustments are agreed upon by both the railroad management and the employees or organizations affected thereby.

## DECISION NO. 50.—DOCKET 133.

*Chicago, Ill., January 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Colorado & Southern Railway Co.**

*Question.*—What shall constitute a seniority district in the general offices of the Colorado & Southern Railway Co., Denver, Colo.?

The submission in this case contains a joint statement of facts as follows:

The company makes the claim that the office of the auditor of receipts in which approximately 88 people are employed should constitute a seniority district; also, that the office of the auditor of expenditures in which approximately 33 people are employed should constitute a seniority district, that the office of the freight claim agent in which 12 people are employed should constitute a seniority district, and that the office of the car accountant in which approximately 23 people are employed should constitute a seniority district; while the committee of the clerks believe that the operating department should be one seniority district, the accounting department another, and the mechanical department another.

The contentions of the employees and the carrier have been summarized by the Board as follows:

The employees contend that each general classified department, i. e., operating, accounting, and mechanical departments, of the general offices shall constitute a seniority district.

The carrier contends that such departments in each of the general classified departments of the general office as mentioned should constitute a seniority district.

*Decision.*—The Board decides that each of the general classified departments, i. e., operating, accounting, and mechanical, in the general offices of the Colorado & Southern Railway Co. shall constitute a seniority district.

## DECISION NO. 51.—DOCKET 132.

*Chicago, Ill., January 15, 1921.*

**American Train Dispatchers Association v. International & Great Northern Railway.**

*Question.*—Shall Dispatcher E. R. Harris be paid for six days during the month of July and two days during the month of September which he failed to work on account of sickness?

The rule in effect governing pay for time lost by dispatchers on account of sickness is as follows:

Chief, assistant chief, regular trick, and regular relief dispatchers will be extended the same treatment as is the practice on each road to accord other division officers for loss of time on account of sickness.

*Decision.*—It is stated by the carrier, without contradiction, that it has not been the practice to pay division officers for time lost on account of sickness when it has been necessary to employ some one in their places, and that it was necessary to employ and pay the salary of some one in the place of Mr. Harris during his absence.

The claim for pay for the six (6) days lost by Mr. Harris in July and two days in September on account of sickness is, therefore, denied.

## DECISION NO. 52.—DOCKET 58.

*Chicago, Ill., January 22, 1921.*

**Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen v. The Denver & Salt Lake Railroad Co.**

*Question.*—Claim of yard crew assigned to service in Denver-Utah Junction yard for time on several dates on which employees other than assigned yardmen were used to perform switching service in the territory to which said crew was assigned.

*Joint statement of facts.*—About April 4, 1920, the main line of the Denver & Salt Lake Railroad was blocked with snow, and said blockade was not raised until about May 5, 1920.

“From date of the blockade until about April 12, the yard crew rendered service daily in the yard to which assigned. On April 12 said crew was notified that they need not report for duty, but that they would be called when needed. This yard crew was called for service April 15, 23, 27, 29, and May 3. On several other days during this period switching was performed by hostlers and yardmasters.”

*Decision.*—After carefully reviewing the proceedings in this case the Board decides that the management used the assigned yard crew in such service, during the period in question, as in its judgment it considered necessary, and for the most part the work performed by other than the assigned yard crew was in emergencies. Therefore claim of the employees is denied.

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## DECISION NO. 53.—DOCKET 110.

*Chicago, Ill., January 22, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Does section 6, Article XIII, of Decision No. 2. require the carrier to furnish a list of the rates of pay as increased by that decision, such list to be incorporated into the clerks' agreement.

*Decision.*—The intent of the Board as expressed in section 6 of Article XIII was that the rates of pay as increased by Decision No. 2 (Dockets 1, 2, and 3), should become a part of the agreement, but not that a list of the rates should be compiled and incorporated therein. Therefore, the request of employees is denied.

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## DECISION NO. 54.—DOCKET 19.

*Chicago, Ill., January 28, 1921.*

**Brotherhood of Dining and Sleeping Car Employees Union v. Great Northern Railway Co.**

*Question.*—Request for increase in wages and change in working conditions.

*Decision.*—The Board has given careful consideration to the evidence submitted and decides that the present rates of pay and working conditions are just and reasonable.

## DECISION NO. 55.—DOCKET 43.

*Chicago, Ill., January 29, 1921.*

Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. The Texas & Pacific Railway.

*Joint statement of facts.*—Article 16, engineers' agreement, reads as follows:

*Terminal Delay:* (a) When delayed within yard limits, initial terminal time will be computed from time ordered to leave until after last stop is made within yard limits on departure.

(b) Final terminal delay will be computed from time first stop is made within yard limits until engine has been placed on the designated track or engineer relieved.

(c) Exception: At Gouldsboro, Westwego Terminal, all time consumed from arrival at yard limits of Westwego until released at Gouldsboro, on incoming trips, and all time consumed from time ordered to depart from Gouldsboro until leaving yard limits of Westwego on outgoing trips, will be considered as terminal overtime, deducting 40 minutes for running time.

(d) When delayed on departure from or arrival at terminal, overtime for all such time delayed will be paid independent of any other overtime made on the trip. This does not apply to work-train or mine-run service.

Article 2, paragraph (b), engineers' schedule, reads as follows:

*Through Freight Rates:* (b) In all classes of road service an engineer's time will commence at the time he is required to report for duty and will conclude at the time engine is placed on the designated track or relieved by hostler at terminal. Time will be taken from work report book in which the time of departure and arrival, together with the work report, will be entered, and kept in place provided on engine. Engineers' time slips will be honored pending investigation. If errors are found, subsequent adjustments will be made. Engineers will register the information called for by the rest register on back of inspection report.

Example 1: Crew ordered to report for duty at 7 a. m., to depart 7.30 a. m.; departs 8.15 a. m., arrives at destination at 3 p. m.; miles run, 100. Will be allowed 100 miles and 45 minutes initial terminal delay.

Example 2: Crew ordered to report for duty at 7 a. m., to depart 7.30 a. m.; departs 7.30 a. m., arrives at destination 3.30 p. m.; miles run, 100. Will be allowed 100 miles and 30 minutes road overtime.

Example 3: Crew ordered to report for duty 7 a. m., to depart 7.30 a. m.; departs 7.45 a. m., arrives at destination 3 p. m., relieved 3.15 p. m.; miles run, 100. Will be allowed 100 miles plus 15 minutes initial terminal delay, and 15 minutes final terminal delay.

Example 4: Crew reports for duty at 9 a. m., to leave 9.30 a. m. At 9.15 a. m. crew is required to begin putting train together; departs 9.45 a. m. Crew should be allowed 30 minutes initial terminal time, and road time begins 9.15 a. m.

Example 5: Crew called to report for duty and begin work at 8 a. m., leaves at 8.35 a. m. Crew should be allowed 35 minutes initial terminal time, and road time begins at 8.35 a. m.

Article 10 of the firemen's agreement reads as follows:

*Terminal delay:* (a) In case of delay at terminals prior to departure or after arrival, for any cause, overtime will be allowed independent of any other time made on trip on minute basis.

Example: When delayed within yard limits, initial terminal time will be computed from time ordered to leave until after last stop is made within yard limits on departure. Final terminal delay will be computed from time first stop is made within yard limits until engine has been placed on the designated track or firemen relieved.

Exception: At Gouldsboro-Westwego Terminal all time consumed from arrival at yard limits of Westwego until released at Gouldsboro on incoming trips, and all time consumed from time ordered to depart from Gouldsboro until leaving yard limits of Westwego on outgoing trips, will be considered as terminal overtime, deducting 40 minutes for running time.

(b) Terminal time can not be allowed at intermediate points, except in case a local run is tied up on road, and after rest period is up, crew is turned back. It is agreed that unusual care will be exercised to avoid calling men for such service in advance of time they will be required.

(c) Payment of terminal overtime to firemen on Bunkie-Melville mixed run, in addition to the arbitrary allowed on this run.

Terminal overtime should be paid for all time delayed in the terminal, deducting the actual time consumed in turning the engine.

Article 9 (a) firemen's schedule reads as follows:

Beginning and ending of day and calling time: (a) In all classes of road service a fireman's time will commence at the time he is required to report for duty, and will conclude at the time the engine is placed on the designated track or relieved by hostler at terminal. Time will be taken from work report book in which the time of departure and arrival together with the work report will be entered, and kept in place provided on engine. Firemen's time slips will be honored pending investigation. If errors are found, subsequent adjustments will be made. Firemen will register the information called for by the rest register on back of inspection report.

Example 1: Crew ordered to report for duty 7 a. m., to depart 7.30 a. m.; departs 8.15 a. m., arrives at destination at 3 p. m.; miles run, 100. Will be allowed 100 miles and 45 minutes initial terminal delay.

Example 2: Crew ordered to report for duty 7 a. m., to depart 7.30 a. m.; departs 7.30 a. m., arrives at destination 3.30 p. m.; miles run, 100. Will be allowed 100 miles and 30 minutes road overtime.

Example 3: Crew ordered to report for duty 7 a. m., to depart 7.30 a. m.; departs 7.45 a. m., arrives at destination 3 p. m., relieved 3.15 p. m.; miles run, 100. Will be allowed 100 miles plus 15 minutes initial terminal delay and 15 minutes final terminal delay.

Example 4: Crew reports for duty at 9 a. m., to leave at 9.30 a. m.; at 9.15 a. m. crew is required to begin putting train together; departs 9.45 a. m. Crew should be allowed 30 minutes initial terminal time, and road time begins 9.15 a. m.

Example 5: Crew called to report for duty and begin work at 8 a. m., leaves at 8.35 a. m. Crew should be allowed 35 minutes initial terminal time, and road time begins at 8.35 a. m.

*Decision.*—The Board decides that the rules set out below are just and reasonable:

First. When the train reaches the final terminal before overtime commences, calculated from the time of reporting for duty, the special payments will be allowed at one-eighth of the daily rate.

Second. If the train is not on overtime on arrival at the final terminal, but the overtime period commences before final release, calculated from the time of reporting for duty, special payments accruing up to the period when overtime commences will be allowed on the basis of one-eighth of the daily rate, but time thereafter shall be paid on the actual minute basis of three-sixteenths of the daily rate.

#### DECISION NO. 56.—DOCKET 102-1.

*Chicago, Ill., January 29, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Richmond, Fredericksburg & Potomac Railroad Co.**

*Joint statement of facts.*—On this road, prior to General Order No. 27, overtime and terminal delay on through freight trains was paid at a rate computed by taking one-eighth of the trip rate, or one-eighth of 108 miles, the mileage of the trip. Under General Order No. 27 and Supplement No. 16 to this General Order this method was continued or maintained.

Under Supplement No. 25 to General Order No. 27 overtime was paid at a rate computed by taking three-sixteenths of the daily or mileage rate for 100 miles, whereas terminal delay and switching at terminals before overtime began was paid for on the basis of "former" overtime rates, that is, one-eighth of the trip rate of 108 miles. (See rules 15, 20, 22, 24, and 28.)

Under Decision No. 2 (Dockets 1, 2, and 3) the management now pays for terminal delay and switching at terminals before overtime begins on the basis of one-eighth of the mileage rate for 100 miles.

*Decision.*—The Board decides that the present practice of the management is just and reasonable and should be continued.

#### DECISION NO. 57.—DOCKET 102-2.

*Chicago, Ill., January 29, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Richmond, Fredericksburg & Potomac Railroad Co.**

*Joint statement of facts.*—"Prior to General Order No. 27 passenger trainmen making less than 155 miles on any calendar day on which they performed service were paid minimum daily rates as follows: Conductors, \$4.50 per day; baggagemen, \$2.90 per day; flagmen and brakemen, \$2.70 per day. On certain runs between Richmond, Va., and Washington, D. C., a distance of approximately 116 miles, a crew leaving Richmond on the first day of the month and not returning until the second day of the month were paid the above rates for each trip, with overtime after one hour late on schedule of each train. If the crew returned from Washington on the same day it left Richmond, the home terminal, they were paid on the turn-around basis for 232 miles at the mileage rates then obtaining, viz, 2.9 cents for conductors, 1.65 cents for baggagemen, and 1.6 cents for flagmen and brakemen, with overtime after one hour late on schedules of each leg.

"General Order No. 27 made no change in the method of payment for this service, but simply increased the mileage and daily rates. Supplement No. 16, however, provided that all passenger service should be paid on the turn-around basis, unless the men considered their existing overtime provisions more favorable. The men on this road adopted the turn-around basis, with overtime figured on a speed basis of 20 miles per hour, time beginning when first required to report for duty on the initial trip and ending when released from duty at end of return trip at home terminal. All reference to the calendar day was eliminated, except that the rate paid under General Order No. 27 to trains that had been paid minimum days under the calendar day rule was preserved for these trains which are now operated as legs of turn-around runs. The language of the present schedule preserving these rates is as follows:

"Where on trains prior to April 10, 1919, trainmen were paid the minimum daily rates, such payments and rates will be continued—that is, conductors, \$5.20; baggagemen, \$4.01; flagmen and brakemen, \$3.77.

"These trains now form legs of turn-around runs, being at present 82, 9, 19, 30, 61, 91, and 1-80. In case of material future change in schedule, the committee shall designate the same number of substitute trains.

"Under Supplement No. 25 to General Order No. 27 this rule and method of payment for such runs or trains was not changed."

*Decision.*—The Board decides that the present practice of the carrier in paying for the service in question is just and reasonable.

## DECISION NO. 58.—DOCKET 112.

*Chicago, Ill., January 29, 1921.***United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Union Pacific Railroad Co.**

*Question.*—The question in dispute is in regard to returning extra gang foreman to the position of yard section foreman, from which position he was displaced by former yard section foreman who was temporarily appointed as roadmaster on another territory.

*Statement of facts.*—The facts in the case have been summarized by the Board as follows: When the Salina Northern was taken under Federal control and operated by the Union Pacific Railroad Co., Mr. J. W. Gorman, at that time yard section foreman at Junction City, was transferred to the position of roadmaster at the Salina Northern, Mr. W. T. Collins being appointed as yard section foreman, Junction City. At the termination of the operation of the Salina Northern as a part of the Union Pacific, Mr. Gorman was returned to the position of yard section foreman at Junction City, displacing Mr. Collins, who was assigned as extra gang foreman on the Kansas Division.

*Employees' position.*—We contend that Mr. W. T. Collins was removed from Junction City yards without cause, inasmuch as Supplement No. 8, article 3, paragraph E, specifically states that a man should be given 30 days to qualify for a promotion, and as Mr. J. W. Gorman served in the official capacity of roadmaster on the Salina Northern Railroad for a period of 17 months, we consider that he has lost all seniority rights with the Union Pacific Railroad, and we further contend that it is a direct violation of our national agreement; article 3, paragraph E, covers our contention in the case. We contend that Mr. W. T. Collins should be reinstated to his former position with full remuneration for all time lost while so displaced.

*Railroad's position.*—The railroad's position is summarized as follows: Mr. J. W. Gorman was appointed roadmaster of the Salina Northern with the understanding that he would retain his seniority and right to return to his old position as section foreman, Junction City, at the termination of the operation of the Salina Northern as a part of the Union Pacific Railroad, which understanding was agreed to by his supervising officers, and upon his release from his temporary assignment he was returned as section foreman, Junction City, displacing Mr. W. T. Collins. Mr. Collins was given another position at satisfactory compensation.

*Decision.*—In view of the fact that the operation of the Salina Northern by the Union Pacific Railroad was only a temporary arrangement made during Federal control, the Board decides that the transfer of Mr. Gorman should likewise be considered temporary and therefore denies the claim of the employees for reinstatement of Mr. W. T. Collins.

## DECISION NO. 59.—DOCKET 118-A.

*Chicago, Ill., January 29, 1921.***Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Was the railway within its right, and did it comply with the provisions of Supplement No. 25 to General Order No. 27, in changing the home terminal from Columbus to Portsmouth, Ohio?

*Decision.*—Yes.

**DECISION NO. 60.—DOCKET 118-B.**

*Chicago, Ill., January 29, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request for reclassification of services which, if granted, would have the effect of increasing the present rates of pay for “shifter” and “mine run” service.

*Decision.*—The Board decides that the present rule and practice is just and reasonable.

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**DECISION NO. 61.—DOCKET 118-C.**

*Chicago, Ill., January 29, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Controversy over the application of the provisions of Supplement No. 16 to General Order No. 27 to the rates of pay in branch line service. The runs in controversy were increased under section (c), Article V of the Supplement.

*Decision.*—The Board decides that the railway has properly applied the provisions of Supplement No. 16 to General Order No. 27 to the runs in branch line service.

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**DECISION NO. 62.—DOCKET 118-D.**

*Chicago, Ill., January 29, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request that rate for “baggage men handling express,” section (a), Article I, of Supplement No. 16, be incorporated into trainmen’s schedule.

*Decision.*—The claim of the employees is sustained.

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**DECISION NO. 63.—DOCKET 118-G.**

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request for new rule covering handling of baggage and of joint baggage and express, reading as follows:

On trains or in baggage cars, where the quantity of express is less than the baggage, passenger brakemen will be assigned in accordance with seniority, and designated as baggage men. All rates and rules applicable thereto shall apply.

On trains or in baggage cars where the baggage approximates or exceeds the amount of express in any 10-day period, a passenger brakeman will be assigned with seniority and designated as baggage man.

All rates and rules applicable thereto will apply.

On new runs established on and after June 1, 1920, exclusive baggage or joint baggage and express service may be established, provided a passenger

brakeman is assigned in accordance with seniority and designated as baggageman.

All rates and rules applicable thereto shall apply.

*Decision.*—The rule proposed affects the obligations of this carrier and of the express company under the existing contract between the parties.

The express company, party to this contract, and also the employees, joint baggage and express messengers in the employ of the express company, who are governed by the provisions of the agreement between the American Railway Express Company and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, were not a party to the present dispute. Under these circumstances the Board has not jurisdiction to decide that the proposed rule is just and reasonable.

It is suggested that the four parties concerned, the carrier, the express company, the Brotherhood of Railroad Trainmen and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, confer with a view to determining the controversy among themselves.

#### DECISION NO. 64.—DOCKET 118-I.

*Chicago, Ill., January 29, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Controversy over rule pertaining to “duration of agreement.”

*Decision.*—The Board decides that the rule agreed to by the conductors, as regulating relation of time within its scope, is just and reasonable and shall be adopted by the trainmen.

#### DECISION NO. 65.—DOCKET 118-K.

*Chicago, Ill., January 29, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request for new rule reading:

When a foreman forfeits seniority as such, as provided in section (e), he may displace any junior helper.

Section (e) reads:

When the force is reduced, the youngest yardmen in the service will be first reduced and so on in turn according to their age in the service. A yard foreman refusing to take a crew when he stands for it or gives up a crew and goes back to helping, he then forfeits his standing as a foreman, and must go behind all promoted men as a foreman, but this is not to interfere with his seniority standing as a helper, nor to be construed to mean he will not again be permitted to be used as a foreman when his turn again comes.

*Decision.*—Request denied. The Board decides that the existing rule and practice is just and reasonable as regulating the matter within its scope.

## DECISION NO. 66.—DOCKET 118-L.

*Chicago, Ill., January 29, 1921.***Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.***Question.*—Request for new rule reading:

Any vacancies occurring in the ranks of yardmen will be filled with promotable men. This in no way to interfere with the rights of yardmen in the service of the company. The organizations represented in this agreement will be insured not less than 85 per cent of the men employed in the yard, and will be given preference in the employment of yardmen available.

*Decision.*—Request denied. The Board decides that the present rule or practice is just and reasonable as regulating the matter within its scope.

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## DECISION NO. 67.—DOCKET 118-N.

*Chicago, Ill., January 29, 1921.***Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.***Question.*—Request for new rule reading:

Yardmen riding cars on hump or gravity yards will not be required to control more than one car unless they are coupled together.

*Decision.*—The Board decides that the present rule or practice is just and reasonable as regulating the matter within its scope.

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## DECISION NO. 68.—DOCKET 118-O.

*Chicago, Ill., January 29, 1921.***Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.***Question.*—Request for new rule reading:

In filling switchtenders' positions, preference will be given to partially disabled former yard and train service employees.

*Decision.*—While it is customary to give yard and train service employees the preference to such positions, to make it obligatory would occasionally shut out other employees. The Board therefore decides that the present rule or practice is just and reasonable. Request is therefore denied.

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## DECISION NO. 69.—DOCKET 118-P.

*Chicago, Ill., January 29, 1921.***Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Claim of Yard Brakeman W. J. Underwood and others, working as "hump riders" for eight hours' pay on overtime basis. They were, during a shift of eight consecutive hours, worked under two different yard conductors.

*Decision.*—Claim denied. The Board decides that payment as made is just and reasonable.

## DECISION NO. 70.—DOCKET 33.

*Chicago, Ill., February 4, 1921.***American Federation of Railroad Workers v. Boston & Maine Railroad.**

*Question.*—The American Federation of Railroad Workers is, and has been for a long time, an organization of railroad employees. On and prior to February 29, 1920, and thereafter it had among its membership approximately 900 employees of the Boston & Maine Railroad. The working conditions of a number of these employees were regulated by the national agreement of September 20, 1919, between the Director General of Railroads and the Associated Shop Crafts. The American Federation of Railroad Workers was not a party to this agreement.

Rule 35 of that agreement provides in part:

Should any employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be taken to the foreman, general foreman, master mechanic or shop superintendent, each in their respective order, by the duly authorized local committee or their representatives.

“The duly authorized local committee” was interpreted by the appropriate authority of the Railroad Administration to mean the committee of the organization party to the agreement.

A short time prior to April 16, 1920, certain employees of the Boston & Maine Railroad, whose working conditions were regulated by the said agreement and who were members of the complainant organization and not members of the organizations parties to this agreement, felt themselves aggrieved with reference to their working conditions and accordingly presented their grievances to the organization of which they were members with the request that the said organization seek redress thereof by conference with the carrier in the manner provided by section 301 of the Transportation Act, 1920. These employees and a number of other employees whose working conditions were regulated by the said agreement, members of the complainant organization, expressly designated and authorized a committee of the complainant organization as their agents and representatives to represent them in all proceedings and conference authorized by the Transportation Act, 1920.

The said committee duly requested a conference with the authorized and designated officer of the carrier on the subject matter of the said grievances. Conference was refused by that officer and also by the chief executive of the carrier for the reason that the committee seeking conference was not the duly authorized committee of an organization party to the agreement as required by rule 35 and its interpretation.

*Decision.*—The Board decides that section 301 makes it the duty of the officers of the Boston & Maine Railroad to confer with the committee of the complainant organization on the subject matter of grievances of members of the said organization, employees of the said carrier, arising since the passage of the Transportation Act, 1920, although the subject matter relates to working conditions regulated by the national agreement of September 20, 1919, the provisions of the said agreement or any interpretations thereof made by or

under the authority of the United States Railroad Administration to the contrary notwithstanding.

This decision shall not be construed as affecting or modifying the obligations of the said agreement except to the extent stated.

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**DECISION NO. 71.—DOCKET 118-J.**

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request that yardmen handling work or wreck trains in yard limits be paid yard rates instead of road rates, to be shown as last paragraph of Article I (f), reading:

When yardmen handle wreck or work trains within yard limits, they will receive yard rates.

*Decision.*—The Board decides that "work train rates of pay" shall be paid for work train service regardless of where service is performed, providing this ruling is not in conflict with any schedule rules or established practice now in effect.

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**DECISION NO. 72.—DOCKET 118-P.**

*Chicago, Ill., February 5, 1921,*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Claim of E. L. Wilkerson and W. C. Brister for seniority rights over Ed. Cardwell.

*Decision.*—The matter complained of in the dispute having occurred before the passage of the Transportation Act, 1920, by which this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute.

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**DECISION NO. 73.—DOCKET 118-Q.**

*Chicago, Ill., February 5, 1921,*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Claim of T. W. Crews, yard brakeman, for one day's pay at time and one-half account working on regular assignment, 3 p. m. until 11 p. m., September 24, 1919, eight hours, then transferred to another crew account shortage of men, and worked from 11 p. m., September 24, to 1.45 a. m., September 25, 1919, two hours and forty-five minutes.

*Decision.*—The matter complained of in the dispute having occurred before the passage of the Transportation Act, 1920, by which this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute. The docket is therefore closed.

## DECISION NO. 74.—DOCKET 118-R.

*Chicago, Ill., February 5, 1921,*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Claim of Ernest Asbury for reinstatement with pay for time lost. Was dismissed on January 8, 1920.

*Decision.*—The matter complained of in the dispute having occurred before the passage of the Transportation Act, 1920, by which this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute. The docket is therefore closed.

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## DECISION NO. 75.—DOCKET 118-S.

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Claim of D. W. Clark, passenger brakeman, for one day's pay at local freight rates for performing certain service on June 28, 1919.

*Decision.*—The matter complained of in the dispute having occurred before the passage of the Transportation Act, 1920, by which this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute. The docket is therefore closed.

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## DECISION NO. 76.—DOCKET 118-U.

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request that seats be placed on Mallet and class M-2 engines.

*Decision.*—The management has stated that there are 274 engines involved, about one-half of which have been equipped to date and the remainder would be equipped as soon as practicable. The management estimates that the work will be completed on or before June 1, 1921. The Board decides that this properly disposes of the matter.

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## DECISION NO. 77.—DOCKET 118-V.

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request that Robert Cheatham be taken out of service. On April 8, 1919, he failed to flag a passenger train.

*Decision.*—The matter complained of in the dispute having occurred before the passage of the Transportation Act, 1920, by which

this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute. The docket is therefore closed.

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DECISION NO. 78.—DOCKET 118-W.

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request that freight brakemen be assigned to trains 37 and 38 instead of passenger brakemen.

*Decision.*—This is in effect a request to classify service. The run is a "mixed run." The management contends it is a passenger run handling freight, and the employees contend it is a freight run handling passengers.

Since 1904 these trains have been manned by one conductor and one flagman, both qualified passenger men. The Board decides that a change from that arrangement is not now warranted.

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DECISION NO. 79.—DOCKET 118-X.

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Claim of K. S. Vickers, yard conductor, for pay at work train conductors' rate under Article 1 (h) of the agreement, reading:

Yardmen assigned to duties other than their regular duties will be paid the established rate for the service performed, but in no case shall the yardmen so assigned be paid less than on the basis of their regular rates.

*Decision.*—The matter complained of in the dispute having occurred before the passage of the Transportation Act, 1920, by which this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute. The docket is therefore closed.

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DECISION NO. 80.—DOCKET 118-Y.

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request that John Mason, switchman, Bluefield, be taken out of service account of insubordination.

*Decision.*—The Board decides that the request shall be declined. Evidence presented indicates this man has been employed as a yard brakeman since October 10, 1903. The particular offense complained of in this case was investigated by the officers of the railroad and they permitted Mr. Mason to return to work after he had lost some time pending the investigation.

## DECISION NO. 81.—DOCKET 118-Z.

*Chicago, Ill., February 5, 1921.***Brotherhood of Railroad Trainmen v. Norfolk & Western Railway Co.**

*Question.*—Request that E. Collins, passenger brakeman, be reinstated and paid for time lost. Dismissed in April, 1919, for unsatisfactory service.

*Decision.*—The matter complained of in the dispute having occurred before the passage of the Transportation Act, 1920, by which this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute. The docket is therefore closed.

## DECISION NO. 82.—DOCKET 123-B.

*Chicago, Ill., February 5, 1921.***Order of Railway Conductors v. Norfolk & Western Railway Co.**

*Question.*—Controversy over the meaning of the term "outlying points" as used in deadhead rule, reading in part as follows:

When deadheading under orders and for the benefit of the company, full pay of their respective classes will be allowed. When deadheading to relieve men at outlying points who obtain leave of absence of their own volition, one-half pay will be allowed, except in case of sickness, when full pay will be allowed.

*Decision.*—At the hearing of this case before the Board it developed that this was a request to interpret the meaning of a rule over which it was not shown that a bona fide dispute actually existed; that is, a claim for pay under the rule and involving the question asked has not been officially passed upon by the carrier. The case is, therefore, dismissed as the requirements of the Transportation Act, 1920, have not been complied with.

## DECISION NO. 83.—DOCKET 123-C.

*Chicago, Ill., February 5, 1921.***Order of Railway Conductors v. Norfolk & Western Railway Co.**

*Question.*—(a) Time claims of Conductors Lineberry and Hatcher of the Winston-Salem Division for pay for terminal overtime during June, 1919, as provided for in paragraphs (d), (e), and (f) of article 27 of Rates of Pay and Regulations, effective October 18, 1917.

(b) Time claim of Conductor H. H. Dickerson and others, for 20 hours and 40 minutes, account laying in Bluefield and Roanoke in June, 1919, when emergency crews were added to the list in violation of rules.

(c) Time claims of Conductor H. R. Eaton for continuous time September 5, 1919, account being relieved under 14 hours as provided

for in paragraph (a), article 49, Rates of Pay and Regulations, effective October 18, 1917.

*Decision.*—(a), (b), and (c). The matters complained of in these disputes having occurred before the passage of the Transportation Act, 1920, by which this Board was created; and the Board being of the opinion that the act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction of the dispute. The docket is therefore closed.

#### DECISION NO. 84.—DOCKET 123-D.

*Chicago, Ill., February 5, 1921.*

**Order of Railway Conductors v. Norfolk & Western Railway Co.**

*Question.*—Request that a self-propelling clamshell used on main track by masonry forces be classed as a work train.

*Decision.*—Claim denied.

#### DECISION NO. 85.—DOCKET 60.

*Chicago, Ill., February 5, 1921.*

**Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen v. The Denver & Salt Lake Railroad Co.**

*Question.*—Claim of Engineers E. E. Anthony, W. W. Rush, L. Myers, and Wm. Lewis, Firemen H. E. Rains, W. A. Tappen, O. L. Root, and L. H. La Chappelle, Conductor W. G. Reddin, and Brakeman D. M. MacRitchie for time held out of service and no reason given.

*Joint statement of facts.*—Engineer Anthony, Fireman La Chappelle, Conductor Reddin and Brakeman MacRitchie were assigned to snowplow service, with three additional locomotives assisting account heavy snow conditions.

On April 20, 1920, after a blockade of 17 days, plow had reached a point about one-half mile from the summit, when it was found they were short of water. They were at this time at milepost 66 working east. They were instructed to return to Ranch Creek, which is milepost 72.80, for water. On arrival at Ranch Creek, it was decided by the crew on plow that they should have coal before proceeding. The office, on being advised of this, instructed that they return to Arrow at milepost 76.49 for coal, Arrow being the designated terminal for assigned snowplow crews. On arrival at Arrow Conductor Reddin received the following message:

“Tie up at Arrow at 12.00 midnight, and resume duty at 12.05 a. m.”

When conductor transmitted this message to engine crew, it was decided that inasmuch as they were to tie up, they might as well tie up until morning, whereupon each member of the crew was requested to file a message stating they required rest. On receipt of this information, all members of the crew, except the assigned men, were instructed to deadhead to Tabernash, which is milepost 89, a regular district terminal.

On April 21 the master mechanic, P. H. Limbach, at Tabernash, received the following message from chief dispatcher:

“Do not use Engineers Rush, Myers, and Lewis, Firemen Rains, Root, Tappen, and La Chapelle on first district until otherwise instructed.”

Upon learning that he had been barred from service on first district, Engineer Rush sent the following message to the chief dispatcher:

"I am instructed by P. H. L. that I am ordered out of service on first district over your signature. Respectfully request what circumstances has necessitated this action."

Under date of April 23, having received no reply to above message. Engineer Rush filed the following message to the general superintendent:

"Will you kindly investigate why myself and others have been barred from service on first district over signature of L. B. C. (these being the initials of chief dispatcher)?"

Engineer Rush received no reply to this message. Engineer Anthony and fireman, the assigned crew, remained at Arrow, and on April 27 got in communication with Mr. Spahr, assistant superintendent, on telephone and were advised by Mr. Spahr that he was not going to use them. Conductor Reddin and Brakeman MacRitchie were permitted to return to work on April 28, after a conference with Assistant Superintendent Spahr. On May 16, 1920, an investigation was begun, same being conducted by assistant superintendent and road foreman of equipment. After obtaining statement of conductor, certain defendants declined to proceed with investigation until such time as superintendent of motive power was present. Whereupon investigation was postponed until the following day, when it was found necessary by the railroad to further postpone it, the company contending that certain important witnesses were not available. On this date all the employees concerned were advised they might return to their former positions pending completion of the investigations.

*Decision.*—Under agreement rule unassigned crews in snowplow service were entitled to be paid the same as if engaged in freight service, but there is evidence that the company desired to change this condition and reclassify snowplow as work-train service, as is indicated in Dockets 86 and 57 which are a part of the cases before this board. It is apparent that the message directing crews to "Tie up at Arrow at 12 midnight and return to duty at 12.05 a. m." was intended to break the continuity of service of the unassigned crews engaged in snowplow service and thus deprive them of compensation which might accrue under the agreement rule, particularly the punitive or time and one-half overtime.

At the time of this occurrence, when all hands were trying to break the snow blockade and get the road open, it would appear that the men might have proceeded under protest and later submitted their pay claims for adjudication. However, the fact that the men had knowledge that efforts were being made to abrogate the rules of their agreement and reclassify snowplow service can not be disregarded, and it was an ill-advised time for dispatcher or other officials of the company to attempt by telegraphic instructions or otherwise to reduce the compensation of the men who were laboring under the extreme conditions which existed.

These particular claims are based upon the fact that men in question were taken out of service without investigation. Rule 52 of the engineers' agreement reads as follows:

Engineers, firemen or hostlers will not be disciplined except for good and sufficient cause, and in case an engineer, fireman or hostler is suspended pending investigation, he shall be so notified and a decision rendered within five (5) days, the suspended engineer, fireman, or hostler shall receive one full day's pay for each and every day he is held off after five (5) days' limit until decision is rendered.

Rule 32 of the trainmen's agreement reads:

Any trainman deeming he has been unjustly dealt with shall have the right to a full investigation if he so desires, and if it is decided that he has been wrongfully disciplined he will be reinstated and paid not less than he would have received had he remained in the service. His appeal, however, must be

made within ten (10) days, and he will be given a hearing within ten (10) days from the date of such appeal, when possible.

It being clear that the engineers and firemen involved were disciplined and removed from service in first district without investigation and not permitted to work there nor assigned elsewhere for several days thereafter—investigation was begun, but subsequently abandoned and the men were restored to service—the Board therefore decides that under the rules the claims for time lost by them are sustained.

The conductor and brakeman were restored to service within a few days and no time claims were presented within time limit of the rule. The agreement reached when they resumed duty should be observed by both parties.

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DECISION NO. 86.—DOCKET 96.

*Chicago, Ill., February 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Los Angeles & Salt Lake Railroad Co.**

*Question.*—Are baggage and express agents employed at Milford, Utah, and Caliente, Nev., employees of the Los Angeles & Salt Lake Railroad Co., and governed by the provisions of the clerks' national agreement, or employees of the American Railway Express Co., and governed by the provisions of the express employees' agreement, or are they employees of both the express company and the railroad and governed by the provisions of both agreements?

*Statement.*—The employees in question perform work for both the American Railway Express Co. and the Los Angeles & Salt Lake Railroad Co. They are hired and disciplined by the express company, but are paid for that portion of the work which they perform for the railroad by the railroad company direct, and for that portion which they perform for the express company by the express company direct; and have been paid on the basis established in Supplement 19 to General Order No. 27 and the agreement in effect between the American Railway Express Co. and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated February 25, 1920.

*Decision.*—The Board decides that the employees in question are in fact employees of the American Railway Express Co. Therefore, they shall be paid on the basis established in Supplement No. 19 to General Order No. 27, the express employees' national agreement, and Decision No. 3 (Dockets 4, 5, and 6) of this Board.

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DECISION NO. 87.—DOCKET 100.

*Chicago, Ill., February 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Nashville, Chattanooga & St. Louis Railway.**

*Question.*—Does the position of chief clerk to the agent of the Nashville, Chattanooga & St. Louis Railway at Chattanooga, Tenn.,

come within the scope of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, as defined in Article I thereof?

*Statement.*—On March 1, 1920, the salary of the chief clerk's position in question was increased from \$168 per month to \$180 per month, and the representatives of the employees requested that the position be bulletined for bid, as provided in rule No. 12 of the agreement. The basis of this request was that the change in rate did not result from negotiations for adjustment of a general character, being a change of a rate of a specified position for a particular reason, and, therefore, constituted a new position, as provided in rule 17 of the agreement. Rule 12 of the clerk's agreement reads as follows:

**Bulletin—Rule 12.** New positions or vacancies will be promptly bulletined in agreed-upon places accessible to all employees affected for a period of five (5) days in the districts where they occur; bulletin to show location, title, hours of service, and rate of pay. Employees desiring such positions will file their application with the designated official within that time, and an assignment will be made within five (5) days thereafter; the name of the successful applicant will, immediately thereafter, be posted for a period of five (5) days where the position was bulletined.

This rule shall not apply to laborers; or to other than clerical positions except as may be agreed upon between the management and representatives of the employees.

Rue 17 of the clerks' agreement reads as follows:

**Change in rates—Rule 17.** Except when changes in rates result from negotiations for adjustments of a general character, the changing of a rate of a specified position for a particular reason shall constitute a new position.

Rule 1, Article I, of the clerk's agreement defines the scope of the agreement and provides, under the title "Exceptions" that the agreement shall not apply to certain classes of employees, among which are the chief clerks of supervisory agents at the larger stations and personal office forces of such officers as superintendent, or their equals or superiors in official rank. Paragraph (b) under title "Exceptions," rule 1, Article I, of the clerk's agreement reads as follows:

(b) This agreement shall not apply to chief clerks of supervisory agents at the larger stations (see note), foremen who supervise subforemen, or the personal office forces of such officers as trainmaster, division engineer, master mechanic or their equals or superiors in official rank unless these employees are now covered by agreements or as may be agreed upon between the management and the employees; or the personal office forces of such officers as superintendent or their equals or superiors in official rank; or the personal office forces of general officers; or employees assigned to road service where special training, experience, and fitness are necessary. The employees covered by this paragraph shall, however, retain their seniority rights as provided in Article III.

Personal office forces will vary according to the organization of the railroads, departments, and offices involved; therefore, the positions constituting personal office forces can not be designated for all railroads, departments, and offices. They include positions of a direct and confidential nature and it is the intent that the duties and responsibilities shall govern. The appointing officer shall be the judge, subject to appeal as provided in Article IV in the event of questions arising as to the justification for the classification.

**NOTE.**—As it is impracticable to designate "larger stations" for all railroads, the proper officer of the railroad and the representative of the employees should agree upon the proper classification with right of appeal from the decision of the officer if no agreement is reached.

The employees contend that the term "supervisory agent" as used in paragraph (b), under title "Exceptions," of rule 1, Article I, refers to an agent who exercises supervision over more than one freight station in the same city or town, and also contend that the position in question would not be excepted as personal office force, because it was not of a direct and confidential nature.

The carrier contends that the agent at Chattanooga is a supervisory agent, and that the chief clerk is, therefore, excepted from the application of the clerks' agreement.

The fact that the position is or is not of a direct and confidential nature has no bearing in this particular case, inasmuch as the language "of a direct and confidential nature" in paragraph (b) of rule 1, refers only to the personal office forces of such officers as superintendents or their equals or superiors in rank, or the personal office forces of general officers. Neither is the fact that the agent at this station is a supervisory agent sufficient to bring the position of chief clerk within the excepted class. The rule explicitly excepts chief clerks of supervisory agents at the larger stations only.

Therefore, the question to be decided is whether or not Chattanooga, Tenn., is one of the larger stations on the Nashville, Chattanooga & St. Louis Railway.

*Decision.*—This Board decides that Chattanooga, Tenn., comes within the class of "larger stations" referred to in paragraph (b), under title "Exceptions," rule 1, Article I, of the agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Therefore, the position of chief clerk to the agent is not within the scope of the agreement and request of employees that it be bulletined for bid is denied.

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#### DECISION NO. 88.—DOCKET 140.

*Chicago, Ill., February 19, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. The Michigan Central Railroad Co.

*Question.*—Does the position of night oil-house man at Winona, Mich., come within the scope of the agreement with the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers as defined in Article I thereof, and should overtime worked by the occupant of the position be paid for on the basis established in sections (a 1) and (a 8) of Article V of the agreement?

*Statement.*—The employees contend that the position in question comes within the scope of the maintenance of way employees' agreement and that overtime worked by the occupant should be paid for on the basis established in sections (a 1) and (a 8) of Article V thereof. The carrier contends that the position does not come within the scope of the agreement referred to, and, therefore, the overtime provisions as established in Article V are not applicable to overtime worked by the occupant of the position. Article I of the maintenance of way employees' agreement defining the scope thereof reads as follows:

These rules govern the hours of service and working conditions of all employees in the maintenance of way department (not including supervisory forces above the rank of foremen and not including the signal, telegraph, and telephone maintenance departments), shop and roundhouse laborers (including their gang leaders), transfer and turntable operators, engine watchmen, pumpers and high-way crossing watchmen, except the following:

(a) Employees provided for in the national agreement with the mechanical crafts dated September 20, 1919.

(b) Clerical forces and other employees provided for in Articles I and II, Supplement No. 7, General Order No. 27.

(c) Boarding car and camp employees provided for in Supplement No. 18 to General Order No. 27.

They supersede all rules, practices and working conditions in conflict therewith.

It is understood that this agreement does not annul agreements already in effect with other organizations unless and until a majority of the employees concerned express a desire for a change.

*Decision.*—The Board decides that the position of night oil-house man on the Michigan Central Railroad at Winona, Mich., does not come within the scope of the maintenance of way employees' national agreement as defined in Article I thereof.

Therefore, the overtime provisions as established in Article V of this agreement do not apply to overtime worked by the occupant of this position.

#### DECISION NO. 89.—DOCKET 142.

*Chicago, Ill., February 21, 1921.*

Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Railroad Trainmen; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; Order of Railway Conductors; American Train Dispatchers' Association; Railway Employees' Department, American Federation of Labor; International Association of Machinists; International Alliance of Amalgamated Sheet Metal Workers; Brotherhood Railway Carmen of America; International Brotherhood of Electrical Workers; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Order of Railroad Telegraphers; United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Atlanta, Birmingham & Atlantic Railway Co.

*Question.*—The carrier herein was a party to Decision No. 2 of this Board. On December 29, 1920, the carrier served substantially the following notice of termination on the representatives of the organizations parties to the present dispute.

You are hereby notified, in accordance with the provisions of a certain agreement entered into by and between the United States Railroad Administration having control of the Atlanta, Birmingham & Atlantic Railroad and the employees thereon represented by your organizations requiring 30 days' notice in writing to change the agreement, that, on account of present conditions, the rates of pay for all employees of the Atlanta, Birmingham & Atlantic Railway Co. covered by said agreements now in effect will, on and after February 1, 1921, be reduced by one-half of the sum of all increases effective since December 31, 1917. In all other respects the agreement will remain unchanged.

On December 29, 1920, a conference was had between the officers of the carrier and the general committees representing the organizations so notified, at which conference the said officers presented evidence to the chairmen tending to show that the carrier was financially unable to pay the rates of wages determined to be just and reasonable

by Decision No. 2 of this Board. Further time for consideration of the acceptance of the wages offered was given the representatives of the organizations.

On January 10, 1921, a further conference took place at which the representatives of the said organizations notified the carrier that these organizations refused to accept the wages offered, and requested that the carrier refer the controversy to this Board for decision, continuing to pay the rates of wages provided for in Decision No. 2 until this Board should render its decision on the dispute.

In reply to this demand the carrier took the following position:

Our reply to your contention that the railway company should appeal to the United States Railroad Labor Board for a reduction of wages and, pending action on such appeal, should continue to pay the present scale of wages is as follows: The only ground upon which a wage reduction of one-half of the sum of all increases effective since December 31, 1917, is based is the failure of the road to earn the money with which to pay the wages. We have failed to make our operating expenses every month since the termination of the Federal guaranty. \* \* \* This condition creates a situation so serious in the financial affairs of the company as to make it of compelling necessity that the proposed reduction shall become effective in accordance with the notices already given, namely, February 1, 1921.

On January 11, 1921, further conference was had at which the carrier expressed a willingness to refer the controversy to this Board, but insisted that the wage reduction should go into effect on February 1.

On January 6, 1921, this Board received a request from the representatives of the organizations concerned that this Board intervene for the purpose of requiring the carrier to hold in abeyance the reduction of wages, pending further hearing and decision by this Board.

On January 14, 1921, the carrier placed before the Board transcript of proceedings of the conferences on January 10 and 11, 1921.

On January 19, 1921, the organizations parties to the dispute again requested that this Board intervene, and that it direct the carrier to recall its notice of reduction of wages pending the decision of the Board.

On January 21, 1921, the Board notified the parties that it had taken jurisdiction of the dispute.

On January 25, 1921, this Board heard the representatives of the parties, at which hearing the carrier presented evidence tending to show its financial inability to pay the wages decided by this Board in Decision No. 2 to be just and reasonable. No claim was made by the carrier at said hearing that said wages were unjust or unreasonable, except in so far as the carrier's financial condition might affect their justness and reasonableness.

On January 27, 1921, this Board passed a resolution providing in part:

That no change of any kind in the rates of pay of this carrier shall be made except by agreement between the parties until the dispute is heard and opportunity given for the Board to decide.

February 10, 1921, was set as the date for the presentation of such further evidence and argument as the parties desired to offer. The resolution also suggested further conference between the parties and that effort be made on their part to agree on a settlement.

On receiving notice of this resolution the carrier rescinded its order providing for reduction of pay effective February 1.

On February 1, accordingly, a further conference was had between the officers of the carrier and the representatives of the employees. At this conference the carrier again presented evidence tending to show financial inability to pay the wages provided by Decision No. 2. The carrier did not contend at this conference the wages set by Decision No. 2 were not just and reasonable, except in so far as the financial condition of the carrier might affect their justness and reasonableness.

On February 10, 1921, the hearing before this Board continued, at which hearing the carrier presented evidence tending to show the financial inability of this carrier to pay the wages decided to be just and reasonable by this Board in Decision No. 2. Evidence was also submitted of the value to the community served of the service of this carrier.

It appears from the record (Transcript of Proceedings, February 10, 1921, pp. 528 and 529) that the carrier did not set up as a ground for the proposed reduction any reduction in the cost of living.

On February 10 a member of the Board asked for information relating to the cost of living in February, 1921, and in comparison with May 1, 1920, and August 1, 1920, and for other information.

On February 14, 1921, the hearing proceeded, and at this hearing, for the first time, the carrier made claim that the cost of living in the section served by this carrier had materially declined since July 20, 1920, the date of Decision No. 2 of this Board, and submitted evidence collected between February 10 and February 14 tending to show a reduction in living costs. At this hearing the carrier contended, for the first time, that the wages fixed by Decision No. 2 were not just and reasonable for a reason other than its alleged financial inability to pay such wages.

*Decision.*—In view of the fact that the record clearly shows that no conference has been had between the parties with reference to the justness or reasonableness of the wages fixed by Decision No. 2 of this Board, the Board does not deem it necessary to decide to what extent, if at all, a carrier's financial condition is a factor in the determination of just and reasonable wages to be paid by such carrier.

In the judgment of this Board the conferences heretofore held do not constitute a compliance with section 301 of the Transportation Act, for the reason that no conference has been had between the parties with reference to the justness and reasonableness of the present wages.

It is the decision of this Board that it is without jurisdiction to determine the present dispute until section 301 has been complied with by conference of the parties, the subject matter of which conference shall be whether the present wages are just and reasonable.

The Board further decides that further consideration of this dispute be deferred until it shall be made to appear that the parties have conferred and disagreed on the question of whether present wages are just and reasonable, based on the relevant circumstances as required by the Transportation Act, 1920, or until parties have refused to enter into conference on the said question.

## DECISION NO. 90.—DOCKET 172.

*Chicago, Ill., February 21, 1921.*

Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Railroad Trainmen; Order of Railway Conductors; American Train Dispatchers Association; Railway Employees' Department, American Federation of Labor; International Association of Machinists; International Alliance of Amalgamated Sheet Metal Workers; Brotherhood Railway Carmen of America; International Brotherhood of Electrical Workers; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Order of Railroad Telegraphers v. Missouri & North Arkansas Railroad.

*Question.*—The Missouri & North Arkansas Railroad, the carrier party to this dispute, was a party to the dispute upon which Decision No. 2 was rendered on July 20, 1920, and paid, pursuant to the decision, the wages determined therein to be just and reasonable to February 1, 1921, and also applied the increased rates authorized by the Interstate Commerce Commission to provide adequate funds to the carriers to pay the said wages and for other purposes as set forth in Interstate Commerce Proceedings, Ex Parte No. 74.

On December 29, 1920, the receiver of this carrier notified the representatives of the organizations parties to this dispute that he could not continue the operation of the railroad on the basis of the then revenues and expenses; that everything had been done to regulate expenses and revenue and avoid a loss except a readjustment of wages; and that it would be necessary on February 1, 1921, to reduce wages to the extent of about \$25,000 per month. The representatives of the organizations were asked to be prepared to meet the receiver on or about January 20 and be prepared also to agree to a wage adjustment should it appear at that time that one was necessary.

On January 20, accordingly, a conference was held in which the representatives of the employees stated that they could not accept any reduction of wages or any plan of donating time worked as suggested by the receiver. A counter proposition was made that a reduction in force be made that would equal the shortage in operating expenses. On January 20 the receiver notified the representatives of the organizations that no further reduction in force was practicable, that his only recourse to obtain the needed relief was a reduction in wages. He further notified them that, effective February 1, 1921, the rates of pay would be restored to the basis in effect April 30, 1920, the reduction to apply to every person employed by the said receiver.

On January 31, 1921, application for decision in this dispute was filed by representatives of the organizations concerned. It was claimed therein that the action of the receiver of January 20, 1921, in announcing a reduction of wages effective February 1, without the consent of the employees interested and without submission of the dispute to this Board for hearing and decision, constituted a violation of Decision No. 2. Request was made that this Board require the carrier to rescind its announcement, thus reducing wages pending determination by this Board of the questions at issue.

A number of telegrams were exchanged by the receiver and the president of the Railway Employees' Department, A. F. of L., the

latter making an effort to have the receiver rescind the announcement of reduction in wages.

The announcement was not rescinded. On February 8, 1921, the Board adopted a resolution, setting forth the matter in dispute and deciding that no change of any kind in the compensation established by Decision No. 2 should be made except by agreement between the parties until the dispute had been heard and opportunity given for the Board to decide. The Board set February 15 as the date of hearing, and suggested that in the meantime the parties have further conference and make an effort on their part to reach an agreement.

On February 9, 1921, the receiver notified this Board that the order reducing wages effective February 1, 1921, would not be rescinded on account of the inability of the carrier to pay such wages.

The hearing was begun on February 15, 1921, and concluded on February 16. At this hearing evidence of the financial condition was submitted and claim was also made that living costs were lower on the line of this carrier than on other railroads. This was the first occasion that any claim had been made by the carrier that the wages determined by this Board in Decision No. 2 were not now just and reasonable, except in so far as the justness and reasonableness thereof might be affected by the financial condition of the carrier.

*Decision.*—In view of the fact that the record clearly shows that no conference has been had between the parties with reference to the justness or reasonableness of the wages fixed by Decision No. 2 of this Board, the Board does not deem it necessary to decide to what extent, if at all, a carrier's financial condition is a factor in the determination of just and reasonable wages to be paid by such carrier.

In the judgment of this Board the conferences heretofore held do not constitute a compliance with section 301 of the Transportation Act, for the reason that no conference has been had between the parties with reference to the justness and reasonableness of the present wages.

It is the decision of this Board that it is without jurisdiction to determine the present dispute until section 301 has been complied with by conference of the parties, the subject matter of which conference shall be whether the present wages are just and reasonable.

The Board further decides that further consideration of this dispute be deferred until it shall be made to appear that the parties have conferred and disagreed on the question of whether present wages are just and reasonable, based on the relevant circumstances as required by the Transportation Act, 1920, or until parties have refused to enter into conference on the said question.

It is the opinion of this Board that the action of the carrier in reducing wages February 1, 1921, after an application for hearing had been filed by the organizations interested, was improper. However, extenuating circumstances exist in this case, particularly in that this Board failed to act in the premises prior to February 1. For this reason the Board does not deem it judicious to proceed under section 313 of the Transportation Act.

It is the decision of the Board that all employees, including those who have been laid off, on their being returned to service, accept under protest the wages offered.

If the parties do not reach an agreement in the conference required by this decision, the Board will set March 5 as the date of a

further hearing of the dispute and will determine what wages are just and reasonable with reference to the carrier and will make its decision effective as of February 1, 1921.

If conference is refused by the carrier, this Board will proceed under section 313 of the Transportation Act, 1920.

### DECISION NO. 91.—DOCKET 191.

*Chicago, Ill., March 2, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers and American Train Dispatchers Association v. Erie Railroad Co.**

*Nature of the proceeding.*—This is a proceeding and determination under section 313 of the Transportation Act of 1920, whereby the Railroad Labor Board is authorized, in case it has reason to believe its decision has been violated by any carrier, to determine after due notice and hearing to all persons interested whether in its opinion such violation has occurred and to make public its decision as to such alleged violation in such manner as it may deem appropriate.

*History of the controversy.*—On July 20, 1920 (Decision No. 2), this Board rendered its decision as to what constituted just and reasonable wages for the employees of carriers parties to the dispute, reserving for later determination that portion of the dispute which related to rules and working conditions. The dispute had been considered in conference extending from March 10 to April 1, 1920. This conference had failed to agree and the parties thereupon referred the dispute to this Board for decision, pursuant to section 301 of the Transportation Act. The Erie Railroad Co. participated in this conference by its duly authorized representative and joined in the reference. Its duly authorized representative participated in the hearings before this Board and presented evidence tending to show what wages were just and reasonable as to the Erie Railroad Co. and its employees. This carrier accepted the decision and, up to and including the month of December, 1920, paid to its employees the wages determined by this Board to be just and reasonable.

The United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers and the American Train Dispatchers Association were parties to the dispute upon which Decision No. 2 was rendered and their members, employees of this carrier, accepted the said wages so determined and paid.

Decision No. 2 determined the following to be just and reasonable wages for the parties specified on the carriers named therein (including the Erie Railroad Company):

#### ARTICLE III.—MAINTENANCE OF WAY AND STRUCTURES AND UNSKILLED FORCES SPECIFIED.

Add to the rates established by or under the authority of the United States Railroad Administration, for each of the hereinafter-named classes, the following amounts per hour:

Section 1. Building, bridge, painter, construction, mason and concrete, water supply, and plumber foremen, except such water supply and plumber foremen as were paid under the provisions of Supplement No. 4 to General Order No. 27, 15 cents.

Section 2. Assistant building, bridge, painter, construction, mason and concrete, water supply, and plumber foremen, and for coal wharf, coal chute, and fence gang foremen, pile-driver, ditching and hoisting engineers and bridge inspectors, except such assistant water supply and plumber foremen as were paid under the provisions of Supplement No. 4 to General Order No. 27, 15 cents.

Section 3. Section, track, and maintenance foremen, and assistant section, track, and maintenance foremen, 15 cents.

Section 4. Mechanics in the maintenance of way and bridges and building departments, except those that come under the provisions of the national agreement with the Federated Shop Trades, 15 cents.

Section 5. Mechanics' helpers in the maintenance of way and bridge and building departments, except those that come under the provisions of the national agreement with the Federated Shop Trades, 8½ cents.

Section 6. Track laborers, and all common laborers in the maintenance of way department and in and around shops and roundhouses, not otherwise provided for, 8½ cents.

Section 7. Drawbridge tenders and assistants, pile-driver, ditching and hoisting firemen, pumper engineers and pumpers, crossing watchmen or flagmen, and lamplighters and tenders, 8½ cents.

Section 8. Laborers employed in and around shops and roundhouses, such as engine watchmen and wipers, fire builders, ash-pit men, flue borers, coal passers (except those coming under the provisions of Article VIII, section 3, this decision), coal-chute men, etc., 10 cents.

#### ARTICLE V.—TELEGRAPHERS, TELEPHONERS AND AGENTS.

Add to the rates established by or under the authority of the United States Railroad Administration, for each of the hereinafter-named classes, the following amounts per hour:

Section 1. Telegraphers, telephone operators (except switchboard operators), agents (except agents at small nontelegraph stations, as referred to in Supplement No. 13 to General Order No. 27, Article IV, section c), agent telegraphers, agent telephoners, towermen, lever men, tower and train directors, block operators and staffmen, 10 cents.

Section 2. Agents at small nontelegraph stations as referred to in Supplement No. 13 to General Order No. 27, Article IV, section (c), 5 cents.

The Erie Railroad Co. was a party to proceedings before the Interstate Commerce Commission dated July 29, 1920, entitled Ex Parte No. 74, whereby the commission authorized an increase to the group to which this carrier belongs in freight and passenger rates of 40 per cent. Approximately one third of this increase was stated by the commission to have been authorized for the purpose of providing revenues to meet the wages determined by this Board to be just and reasonable. (Ex Parte No. 74, pp. 234-246.)

The Erie Railroad Co., on or about August 26, 1920, applied such increased rates so authorized and thereafter collected and is now collecting from shippers and passengers the said rates.

A statement follows of net operating income of the Erie for the months of 1920 during which these increases have been applied and for the corresponding months of 1919:

	Freight.	Passenger.	Total operating revenue.	Net operating revenue.
1920.				
September.....	\$8,790,233	\$1,440,525	\$11,133,125	\$612,452
October.....	9,484,647	1,344,563	11,579,587	788,371
November.....	9,375,245	1,238,929	11,284,194	498,107
December.....	8,300,290	1,278,789	10,118,195	364,284
				2,263,214

	Freight.	Passenger.	Total operating revenue.	Net operating revenue.
1919.				
September.....	\$6,904,200	\$1,203,752	\$8,881,185	\$1,021,460
October.....	6,971,352	1,040,555	8,751,988	855,912
November.....	5,736,104	988,853	7,627,120	393,434
December.....	6,172,739	1,049,712	8,120,384	399,432
				2,640,247

On January 10, 1921, this Board, after due notice, began to hear evidence and argument on the subject of rules and working conditions in dispute reserved by Decision No. 2 for later determination. The Erie Railroad Co., by its duly authorized representative presented evidence and arguments relevant to the issue and was and is a party to the said proceedings. This hearing has not been concluded, as the representatives of the organizations concerned have not yet presented their rebuttal.

The United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers and the American Train Dispatchers Association were parties to the said dispute on which hearing began January 10, 1921, and their rebuttal is about to be heard.

In December, 1920, the business of the Erie fell off so that, according to the testimony of its general manager, for every dollar collected the railroad spent \$1.01 for pay rolls and material. By the second week in January the general manager estimated the Erie was expending for pay rolls and material \$1.07 for each dollar collected. (Transcript of Proceedings, February 23, 1921, pp. 52-53.) The company then held conference with the representatives of organizations of its train service employees and with its coal contractors wherein substantial concessions from the contract obligations of the Erie to them were made with their consent and the financial condition of the carrier aided accordingly. (Transcript of Proceedings, February 23, 1921, pp. 61-68.)

No conferences were had, however, and none sought with the representatives of the maintenance of way or the train dispatchers organizations prior to February 1, 1921.

On January 25, 1921, the following order was issued, affecting train dispatchers:

Effective to-day and until further notice the relief will not be furnished. You will arrange to work every day in the month \* \* \*.

The rule in effect and now before the Labor Board for decision is:

Chief, assistant chief, regular trick and regular relief dispatchers (and extra dispatchers who perform six days' dispatching service in one week) will be allowed and required to take one day off per week, unless prevented by the requirements of the service, in which case extra compensation will be allowed pro rata in lieu of the day off.

On or about January 25, also, the Erie issued the following order affecting among other employees the members of the train dispatchers and maintenance of way organizations:

Superseding all previous instructions deduct January 31 from the January earnings of all monthly rated employees and all officers of every grade and allow all such help to lay off Saturday 29, or Monday 31. This to be applied without any qualifications. Avoid as far as possible working any employees for this one day in view of the necessity of deducting the day from their

wages, whether they work or not. Where pay rolls have already been rendered for the last half of January change will be made in the auditor's office. This rule will apply one day per week until further notice and the deductions will be made by taking out of each individual's pay after January two twenty-eighths first half of February and two twenty-eighths the second half.

This deduction shall also be made from the earnings of employees working at daily or hourly rates who were previous to wage award classified monthly such as clerks, janitors, watchmen, etc., in yards, shops, stations, freight houses, docks, etc. The deduction from their pay should be as described in the first paragraph of my previous message, monthly rate to be determined on the basis of 8 hours for each working day at regular rate of pay, the deduction to be made from this amount irrespective of the total earnings. This order does not apply on shop forces where the four days per week has been established. The four-day order stands.

On January 31, 1921, an order was issued effective February 1 reducing the rates of pay of trackmen to 30 cents, 33 cents, and 35 cents per hour in certain localities covering substantially the Erie System.

On January 21 and January 31, the train dispatchers organization filed application setting out those of the above orders affecting dispatchers, employees of this carrier, and requested this Board to proceed pursuant to section 313 of the Transportation Act.

On February 9, 1921, the maintenance of way organization filed a similar application setting out those of the above orders which affected its membership, employees of this carrier, and made like request.

On February 12, 1921, this Board adopted the following resolutions, of which the chief executive of the carrier was advised by telegraph:

Whereas, this Board having reason to believe that Decision No. 2 of this Board has been violated by the Erie Railroad Company in that the said carrier on or about January 31, 1921, directed the reduction of wages of the trackmen, employees of the said carrier, to 30 cents per hour, contrary to Article III, section 6, of Decision No. 2 of this Board, and also having directed the deduction of January 31 earnings from the January earnings of all monthly-rated employees (and of all daily-rated employees classified as monthly-rated employees) prior to Decision No. 2 of this Board.

*Resolved*, That, pursuant to section 313, Transportation Act, 1920, notice be given to the chief executives of the Erie Railroad Co. and to the organizations of employees directly interested in such orders of the said carrier of a hearing to determine whether in the opinion of the Labor Board a violation of the decision of this Board has occurred.

The Labor Board sets February 23 as the date of the hearing.

*Resolved*, in case of disputes which have arisen between the Erie Railroad Co. and its employees by reason of the said railroad having reduced the wages of trackmen to 30 cents per hour, effective February 1, and having ordered that train dispatchers work seven days per week without relief, and having ordered the deduction of January 31 earnings of telegraphers whether they work or not on that day, that objection having been made by the United Brotherhood of Maintenance of Way Employees and Railroad Shop Laborers and by the American Train Dispatchers Association and a dispute having arisen in regard to the proposed reduction and deduction, and the matter having been brought before this Board, the Labor Board decides that no change of any kind in the rates of pay or in the rules and working conditions shall be made, except by agreement between the parties, until the disputes are heard and opportunity given for this Board to decide.

The Labor Board will proceed with the further hearing and consideration of these disputes and sets February 23 as the date of such presentation of evidence and arguments as the parties may desire to offer.

The Labor Board suggests further conference between the parties and an effort on their part to agree upon a settlement.

On February 23, accordingly, the Erie Railroad Co., appeared by its general counsel, general solicitor, and general manager, the American Train Dispatchers Association by its chief executive, and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers by its general chairman and general counsel. Evidence was submitted which establishes that:

The orders quoted above were issued by the carrier and are now being applied.

No conferences were had or sought with the representatives of the complaining organizations prior to February 1, 1921.

The carrier omitted to obey the direction of this Board of February 12, 1921, that no change should be made in the rates of pay (decided by Decision No. 2 to be just and reasonable) or in the rules and working conditions (assumed by that decision as the basis of wages and as to which the carrier was directed by Decision No. 2 that no change was to be made except by agreement pending hearing and decision thereon).

After February 12, 1921, conferences took place between the general manager of the Erie and representatives of the complaining organizations in which the carrier refused to obey the direction of this Board of February 12 recited above and the organizations refused to negotiate until that direction should be obeyed.

*Opinion.*—The intent of Congress in enacting Title III of the act was to prevent interruption to the operation of any carrier growing out of disputes between the carrier and its employees. To accomplish this intent the act (sec. 301) makes it the duty of all carriers, their officers, agents, and employees to exert every reasonable effort and to adopt every available means to avoid any interruption to operation growing out of disputes between the carrier and its employees. The same section requires the carriers and their employees to consider and if possible to decide all such disputes in conference between the representatives designated and authorized so to confer by the carrier or the employees directly interested in the dispute. This section also requires that if the dispute is not decided in conference it shall be referred by the parties thereto to the Railroad Labor Board, which board by section 307 is required to hear and decide such disputes so referred.

In April, 1920, an organization of railroad yard employees which was not a party to the conference of March 10, 1920, referred to above, after unsuccessful efforts to decide their disputes with the carrier by conference, abandoned the service in concert and made application to this Board for a determination of what should constitute just and reasonable wages for them. Prior, however, to the application, the Labor Board had adopted Order No. 1, which provided in part as follows:

It is decided and ordered by the Labor Board as one of the rules governing its procedure that, as the law under which this Board was created and organized makes it the duty of both carriers and their employees and subordinate officials having differences and disputes to have and hold conferences between representatives of the different parties and interests, to consider and if possible to decide such disputes in conference, and where such dispute is not decided in such conference to refer it to this Board to hear and decide; and as it is further contemplated and provided by the law that *pending such conference, reference to and hearing by this Board it shall be the duty of all carriers, their officers, employees and agents to exert every reasonable effort*

*and adopt every available means to avoid any interruption to the operation of any carrier growing out of any such disputes; therefore, this Board will not receive, entertain or consider any application or complaint from or by any party, parties or their representatives who have not complied with or who are not complying with the provisions of the law or who are not exerting every reasonable effort and adopting every available means to avoid any interruption to the operation of any carrier growing out of any dispute between the carrier and employees.*

The intent and plain meaning of Order No. 1 was to serve notice on employees and carriers alike that the law required carriers and their employees to consider their disputes in conference, and refer them, if undecided, to this Board, and to refrain, pending this Board's decision, from any act which would tend to bring about an interruption to commerce.

The application of the striking yard employees was not entertained as they were not acting in obedience to the mandate of the act.

The officers of the Erie Railroad Co. have been at all times aware of Order No. 1.

On December 17, 1920, the Labor Board issued the following announcement:

The importance of maintaining the uninterrupted operation of the railroads must be manifest to every one. Congress, by the Transportation Act of 1920, made it the duty of all carriers and their officers, employees, and agents to exert every reasonable effort and adopt every available means to avoid any interruption to the operation of carriers growing out of labor disputes. The act further makes it the duty of the carriers and employees directly interested in the dispute to confer and if possible decide such disputes in conference. Any dispute not decided in such conference is required by the act to be referred by the parties to the United States Railroad Labor Board for its decision.

It has come to the knowledge of this Board that certain carriers have intimidated and coerced individual employees seeking the redress of grievances, refused to confer with their employees thereon, have discharged representatives of organizations who sought a conference pursuant to the act, and have refused to refer disputes to this Board for its decision. Such carriers have disobeyed the letter and spirit of the act and are violators of the law which it is the duty of all citizens faithfully to support and obey.

It has come to the knowledge of the Labor Board that certain organizations of railroad employees have refused to refer disputes, undecided in conference, to this Board and have submitted strike ballots thereon to their membership, thereby demoralizing the service, disturbing shippers and the public, and interrupting the orderly and regular processes of transportation necessary for the well-being of the country. Such conduct, in the judgment of this Board, constitutes disobedience to the letter and spirit of the act. All persons furthering such measures are, in the judgment of this Board, violators of the law which it is the duty of all citizens faithfully to support and obey.

Accordingly the Labor Board calls upon the officers of all carriers subject to the act to obey it in letter and spirit, and particularly calls upon them to meet in conference representatives of the employees seeking the decision or dispute; to decide such disputes in conference, if possible, and if not possible to join in referring such disputes to this Board, and to refrain from in any manner intimidating employees seeking the redress of grievances or punishing representatives of employees seeking conference.

The Labor Board also calls upon all organizations of employees of carriers subject to this act to obey it in letter and spirit, and particularly calls upon them to join in a reference of the dispute to this Board if it is not possible to decide it in conference, and to refrain from submitting strike ballots to the membership in advance of such reference.

The interest of the public as well as that of the officers and employees of carriers requires that such officers and employees faithfully observe the provisions of the act. Departures from its letter and spirit, if persisted in, will

be widely imitated, its purposes destroyed, transportation interrupted and the well-being of our people impaired.

The Labor Board believes that consideration by the parties of the consequence of the practices referred to will prevent any recurrence thereof.

The Labor Board for its part will continue its efforts to expedite the hearing and decisions of disputes referred to it and with increasing success, as its organization and procedure is now well established.

The purposes of this announcement have been fulfilled by the compliance of substantially all carriers and organizations of employees of railroads.

The officers of the Erie Railroad Co. were furnished with copies of this announcement and it is believed they were fully aware of its contents long prior to the promulgation by them of the orders complained of herein.

At the hearing on February 23, 1921, the position of the carrier on the charge of violation of Decision No. 2 was stated by its counsel (Transcript of Proceedings, February 23, 1921, pp. 144-152). This statement, it is believed, may be fairly thus summarized:

The decision alleged to have been violated is Decision No. 2. Decision No. 2 found the wages therein determined to be just and reasonable, to be such on July 20, 1920; the decision did not find those wages to be now just and reasonable. The Labor Board is without power to determine wages for an indefinite time. The decision did not specify how long it was to remain in effect. When certain conditions upon which the Labor Board had predicated its findings have substantially changed since the decision, as in this case, the relation between wages and the cost of living and the scale of wages paid for similar work in other industry, departure by the carrier from the decision does not constitute such a violation of Decision No. 2 as to justify a finding of violation by this Board.

It was contended that the said conditions had in fact changed.

Evidence of such change was offered in the shape of statements by the general manager tending to show a reduction in the scale of wages paid common labor and a reduction in living costs.

No evidence was offered of any change in the scale of wages paid for work similar to that of train dispatchers.

As to the carrier's departure from the rules and working conditions assumed as a basis of wages by Decision No. 2, and as to which the Labor Board had directed no changes should be made except by agreement, it was contended that the carrier had never accepted that portion of the decision, although it had, prior to the orders complained of, obeyed such direction and is now participating by its representative in the proceedings to determine the reasonableness of such rules.

The position of the carrier and the evidence submitted have had careful consideration.

It was not the intention of this Board that Decision No. 2 should constitute a perpetual edict, nor is there any expression therein to justify such an inference. The carriers and the organizations of their employees were left free by that decision to negotiate such agreements as they saw fit, subject to the power of this Board to suspend any such agreement if it should involve such an increase in wages as would be likely to necessitate a substantial readjustment of the rates of any carrier. No restraint was attempted to be placed

upon the power and legal duty of the carriers and their employees, if it was not possible to agree upon a readjustment of wages, to refer the dispute to this Board for decision. This Board sits day and night to hear, consider, and decide such disputes. It was the intention of the Labor Board, however, that the rates found therein to be just and reasonable should be paid by carriers parties to the decision until other rates should be agreed to by the parties or until this Board on proper reference should determine other wages to be just and reasonable.

A decision voidable in whole or in part by one party to proceedings at its option upon any change in conditions determined by that party to be substantial is a novelty in law and as fantastic as novel. Its bare statement would seem to carry refutation, yet it was gravely advanced by the learned counsel for this carrier. Its consequences are therefore, stated.

This position, of course, renders nugatory and vain the elaborate and costly processes established by the act and applied by this Board. It sweeps aside at the will of one party a decision arrived at after the presentation of evidence and argument by the many parties to the dispute, accepted by all and now obeyed by substantially all carriers. It justifies a disregard of the factors specified by Congress for the ascertainment of just and reasonable wages and substitutes for these factors the financial benefit of the carrier. If valid, the intent of Congress that conference, reasonableness, and justice should be substituted for power, violence, and disorder in the settlement of railroad labor disputes is utterly destroyed and legislation enacted after the most careful consideration rendered ridiculous and even fraudulent. If a carrier may arbitrarily reduce wages decided to be reasonable and set aside rules while a party to proceedings with regard to such rules, no reason appears why railroad employees may not announce an immediate intention of abandoning the service in concert unless demands for increased wages or more favorable working conditions are at once satisfied, provided a trend toward higher living costs shall have appeared or wage scales in similar industries shall have advanced. Such conduct is highly provocative of interruption to traffic and is not only not consistent with the act but is thereby clearly condemned and prohibited.

It is the judgment of this Board that no carrier may, without violating the spirit and letter of Decision No. 2, in case its revenue for any month should be estimated to be insufficient to meet its expenses for labor and material for that month, arbitrarily appropriate to itself wages due its employees in such amount as to make expenses for labor and material equal or exceed revenues for that month.

It was not, in the judgment of this Board, the intention of Congress that, consistently with Title III of the Transportation Act, a carrier may join in the reference of a wage dispute to the Labor Board, accept its decision, apply increases in rates in part authorized by the Interstate Commerce Commission to provide for wage increases decided by this Board to be just and reasonable, and, if revenues of any month are estimated to fall below expenses for that month, arbitrarily reduce wages to such a point as to bring estimated expenses for any month within estimated revenues for such month.

There is a simple, orderly, and legal method open to all carriers to secure appropriate relief in case they are of the opinion that the wages

fixed by Decision No. 2 are not just and reasonable. If, after the failure of conference between duly authorized representatives of the carriers and of the employees directly interested to decide a dispute and reference to this Board thereof, the carrier is able to show that the wages fixed by Decision No. 2 are not now just and reasonable, this Board will, as its duty is under the law, decide what wages are just and reasonable.

This procedure was at all times well known to the officers of the Erie Railroad Co.

The Transportation Act makes it the duty of this Board in case of disputes as to wages duly referred to it to determine what wages are just and reasonable. It is, therefore, clear that Congress intended that carriers should pay just and reasonable wages in order that transportation should not be interrupted by strikes over wage disputes. Congress was aware that there might be disagreement between the parties as to what constituted just and reasonable wages, and in order to secure uninterrupted transportation during the pendency of the controversy made it the duty of the officers of carriers to confer with the representatives of the employees interested. Section 301 clearly expresses this intent and requires the performance of this duty. The relation between the scale of wages paid for similar kinds of work in other industries and the relation between wages and the cost of living are not the only factors determining reasonable and just wages. Five other factors are named in the act and other relevant circumstances are required to be considered by this Board and also inferentially by carriers in determining just and reasonable wages. Furthermore, it is clear that Congress intended that the scale of wages paid in other industries and the relation between wages and the cost of living should be of sufficient certainty and stability to warrant the increase or reduction of wages by reason of changes in this factor. It will require time to determine whether the scale of wages now paid by other industries for the classes reduced in pay by the Erie is temporary or of sufficient permanence to be considered as a factor affecting justness and reasonableness of railroad wages. This necessity was recognized by the President of the United States on August 25, 1919, when he urged railroad employees to refrain from pressing their demands for increased wages pending a better opportunity to estimate the permanency of high living costs. This request was obeyed by such employees although obedience required the endurance of heavy economic pressure for 11 months, and living costs continued to rise during this entire period. No evidence except a claim of general information to that effect was offered by the Erie Railroad Co. of a substantial reduction in living costs. According to the Department of Labor statistics these costs have receded 11.4 per cent from July 1, 1920, to February 1, 1921.

No evidence was offered by the carrier of any changes in the scale of wages paid for similar kinds of work in other industries except as to common labor.

No relation was shown or attempted to be shown between the changes claimed in the factors specified and the reduction made.

It is the opinion of this Board, accordingly, that the action of the Erie Railroad Co. is not even consistent with the legal theory advanced by its counsel.

It was also suggested by the counsel for the company that Title III imposed no duty on officers of carriers to confer with representatives of organizations of employees. This suggestion is contrary to the plain meaning of the requirement of section 301, that all available and reasonable means and efforts must be adopted and exerted to avoid interruptions to operation growing out of any dispute between carriers and their employees. All such disputes are to be considered and, if possible, decided in conference between representatives designated and authorized so to confer by the carriers and employees directly interested in the dispute. The evidence shows that the representatives of the employees directly interested so designated and authorized were the designated officers of the complaining organizations. It was clearly the legal duty of the carrier's designated officers to confer with such designated officials of these organizations. This duty was admitted by the general manager of the carrier, but as to the complaining organizations it was not performed.

It was the position of the general manager that the financial necessities of the property compelled the action taken. The evidence of necessity offered consisted of the statement that the estimated expense for labor and material for December exceeded the estimated income for that month by 1 per cent and for the month of January by 7 per cent.

This is not a proceeding to determine what wages are now just and reasonable as to this carrier for the classes of employees concerned herein. It is to determine whether or not there has been a violation by this carrier of Decision No. 2 of this Board.

When the Erie Railroad Co. shall have rescinded the orders set out above and shall have paid the wages determined by Decision No. 2 to be just and reasonable to such of its employees as have not agreed to receive other rates of wages and when also it shall be made to appear that the officers of this carrier have had or sought a conference with the authorized and designated representatives of the employees directly interested and when, if it has not been reasonably possible to decide the disputes in conference, the dispute shall have been referred to this Board by the parties thereto or by either of them, this Board will hear and determine such dispute and decide what wages are now just and reasonable.

This Board can not consider in this proceeding what wages are now just and reasonable for the employees concerned herein.

The management of the Erie, in reducing wages and in altering working conditions without seeking conference with the representatives of the employees interested, in the opinion of this Board, has acted in conflict with section 301 of the act and in conflict with Order No. 1 quoted above. Therefore, this Board may not, consistently with Title III of the act and with the said order, determine just and reasonable wages in this dispute.

*Decision.*—It is the judgment and decision of this Board that the management of the Erie Railroad Co. has violated Decision No. 2 in the following respects:

(1) By deducting the January 31 earnings from the January earnings of all monthly-rated employees not consenting to such deductions.

(2) By deducting four twenty-eighths of the February earnings of all monthly-rated employees not consenting to such deduction.

(3) By deducting January 31 earnings from the January earnings of such daily- and hourly-rated employees classified prior to wage awards as monthly-rated employees who have not consented to such deduction.

(4) By deducting four twenty-eighths of the February earnings of the employees set out in (3) above who have not consented to such deductions.

(5) By arbitrarily reducing the wages of trackmen to 30 cents per hour and to other hourly rates contrary to section 6, Article III, of Decision No. 2.

(6) By arbitrarily requiring train dispatchers to work seven days per week for wages determined by this Board in Decision No. 2 to be just and reasonable for six days' work per week, contrary to Article V of Decision No. 2.

This decision is not to be construed as a finding that the carrier has not violated Decision No. 2 in other respects.

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#### DECISION NO. 92.—DOCKET 136.

*Chicago, Ill., March 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. The Delaware, Lackawanna & Western Railroad Co.

*Question.*—Proper rate of pay for painters in maintenance of way department of the Delaware, Lackawanna & Western Railroad Co.

*Statement of facts.*—The facts are summarized by the Board as follows:

On receipt of Supplement No. 4 to General Order No. 27 issued by the United States Railroad Administration, the Delaware, Lackawanna & Western Railroad Co. applied the rate of 58 cents per hour to painters in the maintenance of way department. On receipt of Addendum No. 2 to Supplement No. 4, painters assigned to lettering, surfacing, and varnishing were allowed the rate of 68 cents per hour. In other words, roadway painters were classified and paid in the same manner as maintenance of equipment painters, these rates being authorized by the Regional Director of the Eastern Region of the United States Railroad Administration. These rates applied up to the effective date of Decision No. 2, when the management considered that they had erred in applying Supplement No. 4 rates to these employees, and therefore added the increases specified in Decision No. 2 for maintenance of way painters to rates that would have been in effect had Supplement No. 8 and not Supplement No. 4 to General Order No. 27 been applied.

*Employees' position.*—The employees contend that the work performed by the maintenance of way painters should be classified and paid under the shop craft agreement, which, with the application of Decision No. 2, provides an hourly rate of 85 cents for painters engaged in varnishing, surfacing, lettering, and decorating, and 80 cents per hour for other painters.

*Railroad's position.*—The railroad management contends that Supplement No. 4 and Addendum No. 2 were erroneously applied, and

that to correct such error, upon receipt of Decision No. 2, the increase of 15 cents per hour provided therein for maintenance of way painters was applied to the rates that would have been in effect had Supplement No. 8 been previously applied instead of Supplement No. 4, the working conditions of the national agreement with maintenance of way employees to govern.

*Decision.*—(a) The employees in question do not come under the provisions of the national agreement of the Federated Shop Crafts. The Board, therefore, decides that it is not proper to classify and pay them in accordance with said national agreement.

(b) In view of the fact that Decision No. 2 provides that the increases specified therein be added to the rates established by or under the authority of the United States Railroad Administration, the Board decides that the increase of 15 cents per hour specified therein for maintenance of way mechanics shall be added to the rates in effect 12.01 a. m., March 1, 1920.

#### DECISION NO. 93.—DOCKET 69.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. The Texas & Pacific Railway.**

*Question.*—Is the adoption of Article II, Supplement 24, to General Order No. 27, mandatory, or are the committees privileged to retain their present basic-day rule, which is more favorable?

*Joint statement of facts.*—Article I, paragraphs (b) and (c), engineers' agreement, read as follows:

"(b) One hundred (100) miles or less to constitute a day, overtime at one-eighth of the daily rate per hour.

"(c) On passenger runs all delays over schedule time (each schedule either straightaway or turnaround to be taken separately) shall be paid for at regular overtime rates according to class of engine."

Article I, paragraphs (a), (b), (c), and (e), firemen's agreement, read as follows:

"(a) One hundred (100) miles or less to constitute a day's work.

"(b) In all classes of service overtime to be computed on the minute basis.

"(c) Firemen's time will commence at the time he is required to report for duty and will conclude at the time the engine is placed on the designated track or is relieved by hostlers at terminal. If more than schedule running time is used on any passenger run, overtime shall be paid at one-eighth of the daily rate for all time thus consumed."

"(e) When the schedule of a train provides (on other than turn-around runs) for a stop not in connection with the work of the train, of a period of more than one hour, overtime shall be paid for all time in excess of one hour."

Article 2 of Supplement 24 reads as follows:

"One hundred (100) miles or less (straight-away or turn-around), five hours or less, except as provided in article 3, section (a), shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rate provided, according to class of engine."

*Decision.*—The Board decides that the employees have the option of accepting or rejecting in its entirety the eight-within-ten-hour rule.

Where retained, it shall be written into schedules without change.

## DECISION NO. 94.—DOCKET 113.

Chicago, Ill., March 5, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri, Kansas & Texas Railway.

*Statement.*—For some years prior to September 1, 1920, the defendant railway company had allowed certain section houses, built and owned by the company at different places along its line, to be occupied by section foremen in its employ free of charge.

Effective as of September 1, 1920, the company gave notice that thereafter it had arranged to make a monthly rental charge of \$5 for each of such houses, and make a deduction of \$5 per month from the wages of section foremen for the use and occupation of such quarters; this ruling not to affect employees occupying bunk houses or bodies from dismantled cars, but only section foremen occupying cottages constructed by the company and which had been used as homes for such employees. To the proposed arrangement the employees objected and the matter has been brought before the Board for settlement.

*Question.*—The question is, Has the Missouri, Kansas & Texas Railway the right to make this charge of \$5 per month for such company-owned section houses which have heretofore for some years been allowed by the company to be occupied by section foremen free of rental.

*Employees' position.*—The employees contend that such a rule will be a violation of the terms of the national agreement with the employees of the maintenance of way department, section (i), Article VI, of which reads as follows:

Any privileges or practices necessary to meet local conditions and not conflicting with any rules of these articles are not affected.

The employees further contend that it has always been considered that the providing of living quarters by the company constituted one of the considerations and part of the remuneration of such employment, and that the charge of \$5 per month rental results in a reduction of pay which is in conflict with Decision No. 2, and therefore should not be made.

Employees further contend that the provisions of the national agreement above referred to preserve this practice and in effect writes into the national agreement such practice as a part of the contract.

*Position of the management.*—The management takes the position that they have no rule or agreement or practice whereby the use of the section houses was regarded as a part of the compensation of the section foreman; that there was no such general or universal practice as made it part of the contract of employment, and further contend that the question of the occupation of the section houses is rather a living condition than one of the conditions of employment.

*Decision.*—A hearing was duly had. In reference to the questions presented, the Board finds that for several years prior to the na-

tional agreement and after the termination of Federal control and up until this dispute arose the railroad company had certain section houses along its line which were built and owned by the company, and which, prior to the proposed order, had been allowed to be occupied by foremen of section gangs without rental.

The evidence showed that the facts and history relating to this are substantially that certain of such houses were erected for the convenience of the company at different times in the early history of the road along certain places where it was difficult to obtain houses or accommodations, and the erection of these houses was necessary to secure proper places of residence for section foremen. They were erected from time to time at such places as the necessity of such road indicated, and some of them were moved, some abandoned, new ones built at other places, but there never was a universal or general practice in regard to furnishing foremen with houses. In other words, there was not and never has been any definite practice or rule with respect to the furnishing of section houses or the charging of rental for company-owned houses.

The evidence showed that only about 50 per cent of the foremen were furnished with such houses, and, as stated, these were sometimes changed and foremen were changed and transferred from place to place. It so happened that at a certain place, Atoka, Okla., there were several section gangs, but only one house furnished. There was a differential in pay for a time, but for some years there was no differential. At places where section houses were not furnished foremen had to pay from \$12 to \$20 for houses.

The Board finds that there was no such definite, universal, or general practice in regard to this matter as would justify the assumption that to continue to furnish such houses was a definite and general arrangement or could be construed as written into the contract. The Board therefore decides that the claim of the employees is not sustained, and that the company had a right to furnish these houses or not and charge rental therefor or not, as it may decide the interest of the business required. This is not intended to affect any special contract or agreement made with any section foreman or his representative.

The claim of the employees is therefore denied.

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#### DECISION NO. 95.—DOCKET 150.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Joint statement of facts.*—The committee and management are unable to agree on the application of Decision No. 2 (Dockets 1, 2, and 3), United States Railroad Labor Board, dated Chicago, Ill., July 20, 1920.

The following rule was in effect February 29, 1920, and is now in effect:

“In short turn-around passenger service the earnings from mileage, overtime or other rules applicable for each day service is performed shall not be less than \$6 for engineers and \$4.25 for firemen.”

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Board.

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DECISION NO. 96.—DOCKET 151.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Joint statement of facts.*—The committee and management are unable to agree on the application of Decision No. 2 (Dockets 1, 2, and 3), United States Railroad Labor Board, dated Chicago, Ill., July 20, 1920.

The following rule was in effect February 29, 1920:

"Article 3 (c).—All passenger overtime will be paid for at the rate of 83 cents per hour for engineers, and 58 cents for firemen, and will be computed on the minute basis."

*Position of Committee.*—Committee contends that section 1, Article VI, of Decision No. 2 increased rates in passenger service 80 cents per day, or 16 cents per hour. The overtime rate in passenger service is an hourly rate, and we believe that the decision of the Board contemplates increasing the hourly overtime rate in the same proportion as the daily rate is increased. therefore, we believe that our hourly overtime rate in passenger service is increased by one-fifth of the increase granted on the daily rate, making the overtime rate for engineers and motormen 99 cents per hour and for firemen 74 cents per hour.

*Position of Management.*—Article VI of Decision No. 2 covers "engine service employees" and shows the amount of increase to be applied in the various classes of service. In passenger service (sec. 1) the increase is 8 cents per mile, 80 cents per day, and this increase has been applied to the mileage and daily rates of pay.

"It is the understanding of the management that the flat overtime hourly rate in passenger service of 83 cents per hour for engineers, and 58 cents per hour for firemen, covered by article 3 (c), quoted in joint statement of facts, bears no relation to mileage or daily rates covered by section 1, passenger service, Article VI, of Decision No. 2; therefore, the increase per mile and per day authorized in this section and article of Decision No. 2 should not apply to flat hourly overtime rates in passenger service."

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew from consideration by the Board.

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DECISION NO. 97.—DOCKET 152.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Joint statement of facts.*—The committee and management are unable to agree on the application of Decision No. 2 (Dockets 1, 2, and 3), United States Railroad Labor Board, dated Chicago, Ill., July 20, 1920.

The following rule was in effect February 29, 1920:

"Article 28.—Deadheading. Deadheading on company business on passenger trains will be paid for the actual mileage at 5.21 cents per mile for engineers, and 3.36 cents per mile for firemen, and for deadheading on other trains at 5.92 cents per mile for engineers, and 3.84 cents per mile for firemen; pro-

vided, that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four (24) hours from time called to deadhead. Deadheading resulting from the exercise of seniority rights will not be paid for."

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Board.

### DECISION NO. 98.—DOCKET 153.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Joint statement of facts.*—The committee and management are unable to agree on the application of Decision No. 2 (Dockets 1, 2, and 3), United States Railroad Labor Board, dated Chicago, Ill., July 20, 1920.

The following rule was in effect February 29, 1920:

Runs between—  (1)	Mileage.			Guarantee per month (all classes of engines).			Over- time after (hours).
	Card.	Al- lowed.	Trips.	Engi- neers.	Fire- men (coal).	Fire- men (oil).	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Heppner Junction and Heppner.....	90.4	100	Double..	\$159.80	\$114.80	\$109.98	8
Arlington and Condon.....	90.0	100	Double..	185.39	128.35	124.95	8
Pendleton and Pilot Rock.....	74.0	100	2-dbls...	155.55	111.39	105.75	8
La Grande and Elgin.....	83.6	100	2-dbls...	155.55	111.39	105.75	8
Dayton and Bolles Junction.....	52.0	100	2-dbls...	160.65	.....	.....	8
Starbuck and Pomeroy.....	59.0	100	Double..	160.65	120.70	114.80	8
Colfax and Moscow.....	55.8	100	Double..	160.65	120.70	114.80	8
Sierra Nevada and Branch.....	.....	.....	.....	186.15	129.20	124.95	8
Wallace and Burke.....	.....	.....	.....	186.15	129.20	124.95	8

"NOTE.—The above runs will be paid on the mileage basis, according to class of engine, but not less than the monthly guarantee shown in columns 5, 6, and 7, exclusive of overtime."

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Board.

### DECISION NO. 99.—DOCKET 176.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Claim of engineers and firemen for a minimum of 100 miles for service Umatilla to Rieth on train 20, period March 1 to July 11, 1920.

*Joint statement of facts.*—Between March 1 and July 11, 1920, three engineers and three firemen handled trains Nos. 6 and 20 eastbound. Train No. 6, Portland to Umatilla, and train No. 20, Umatilla to Rieth, returning Rieth to Portland in turn with other passenger crews.

Specific claim of Engineer Auld and Fireman Pazina for 100 miles, Umatilla to Rieth, on train No. 20.

*Decision.*—The Board decides that payment for time was properly made in accordance with article 3 of the engineers' and firemen's agreement.

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DECISION NO. 100.—DOCKET 177.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Joint statement of facts.*—Engineer Rasmussen, assigned to the extra list at Walla Walla, claimed 100 miles for runaround or time lost on account of crew assigned to Starbuck, Grange City, and Riparia switch engine being used for freight work between Starbuck and Bolles on May 3, 1920.

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Board.

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DECISION NO. 101.—DOCKET 178.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Joint statement of facts.*—Claim of engineer and firemen assigned to Moscow branch for additional compensation for switching at Colfax not in connection with making up or disposing of their own train.

The service is paid for at local freight rates and under the local freight rule reading:

Local or way freight service is understood to mean the train that goes over the district handling the usual way freight and local switching service—what is commonly termed the "local"—carrying "peddler" cars, loading and unloading way freight and doing the station switching.

No mention is made as to whether or not the switching must be performed in connection with making up or disposing of their own train, the rule specifies "station switching."

*Decision.*—The Board decides that claim for additional compensation for switching at Colfax is denied.

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DECISION NO. 102.—DOCKET 179.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Claim of fireman for runaround at The Dalles.

*Joint statement of facts.*—Fireman Reimann was assigned in pool freight service between The Dalles and Rieth, and was available April 16, 1920, but was not called for his regular turn.

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Board.

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DECISION NO. 103.—DOCKET 180.

*Chicago, Ill., March 5, 1922.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Joint statement of facts.*—On June 10, 1920, Engineer Stover and Fireman G. D. Hutchinson, assigned to helper service, reported for duty at Huntington 10.30 a. m., run to Baker, thence to Crooks, thence to Baker, thence to Huntington, when they were released from duty at 10.30 p. m.; total time on duty, 12 hours.

Claim was made for continuous time from time crew reported for duty until they were released, plus 67 miles. Company allowed 162 miles.

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Board.

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DECISION NO. 104.—DOCKET 157.

*Chicago, Ill., March 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Los Angeles & Salt Lake Railroad Co.**

*Question.*—Controversy over rate of pay for crews assigned to helper service account committees meeting company's request for "service period" helper rule in lieu of "first-in first-out" provisions of rule previously agreed upon.

*Joint statement of facts.*—For several years the management and the committees have been in disagreement as to the proper application of helper rules in effect on the Los Angeles & Salt Lake Railroad.

In September, 1919, the question was presented to Railway Board of Adjustment No. 1, which remanded the case, "for the parties to reach a fair and equitable adjustment." In August, 1920, the case was again submitted to the Railway Board of Adjustment No. 1, and after criticizing the parties at interest for again submitting the matter, the Board again remanded the case for "parties to reach a fair and equitable adjustment."

At conference recently held, the committees and the company again failed to agree, but their failure only constitutes a difference in rates, the committees asking for increases to be added to through freight rates, and the company declining to grant same; rules to govern being agreed upon.

The parties at interest request the United States Railroad Labor Board to decide the question of increased rates for crews assigned to helper service, the Board to write increases granted, if any, into rules submitted, and each party agrees to accept said decision as final and to incorporate same in agreements as the article governing in helper service.

*Decision.*—The Board decides that the rate of pay for helper service shall be the same as that for freight service.

## DECISION NO. 105.—DOCKET 158.

*Chicago, Ill., March 5, 1921.*

Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Los Angeles & Salt Lake Railroad Co.

*Question.*—Claim of Engineer A. F. Smith for runaround at East San Pedro on April 27 and 28, 1920.

*Joint statement of facts.*—On April 27 and 28 Engineer A. F. Smith was regularly assigned to train No. 24 out of Los Angeles to East San Pedro, and first No. 25 East San Pedro to Los Angeles.

On April 27 Engineer Smith's train, which consisted of three cars, was instructed to run as second No. 25 instead of first, and pick up two cars at First Street, Long Beach; this in order not to delay the train which ordinarily runs as second section, consisting of 12 coach loads of passengers. The same movement was made on April 28, except that only one car was picked up.

Claim was made for runaround and denied.

*Decision.*—The Board decides that Engineer Smith is not entitled to runaround on April 27 and 28, 1920, due to the fact that he went out on the train for which he was called.

## DECISION NO. 106.—DOCKET 162.

*Chicago, Ill., March 5, 1921.*

Brotherhood of Railroad Trainmen v. Kansas City Southern Railway Co.

*Question.*—Request for reinstatement of Switchmen M. B. O'Connell and C. W. Bowman, with pay for all time lost, dismissed account alleged insubordination on March 26, 1920, in connection with refusing to couple air hose.

*Decision.*—Claim denied.

## DECISION NO. 107.—DOCKET 117.

*Chicago, Ill., March 11, 1921.*

Order of Sleeping Car Conductors v. The Pullman Co.

*Question.*—Request for increase in wages and change in working conditions.

*Statement.*—The record discloses that the rates in effect were those established by the United States Railroad Administration, to which was added \$30 per month by The Pullman Co., effective as of August 1, 1920, thereby creating rates of pay ranging from \$155 to \$190 per month, based upon term of service periods. The rules are substantially those established by and under the authority of the United States Railroad Administration.

*Decision.*—The Board has given careful consideration to the evidence submitted, and decides that the present rates of pay and working conditions are just and reasonable.

## DECISION NO. 108.—DOCKET 26.

*Chicago, Ill., March 16, 1921.*

American Train Dispatchers Association; Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Railroad Trainmen; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; Brotherhood Railway Carmen of America; International Alliance of Amalgamated Sheet Metal Workers; International Association of Machinists; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Electrical Workers; Order of Railroad Telegraphers; Order of Railway Conductors; Railway Employees' Department, A. F. of L.; United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Akron, Canton & Youngstown Railway; Apalachicola Northern Railroad; Arizona & New Mexico Railway; Atlanta & St. Andrews Bay Railway; Blue Ridge Railway; Boyne City, Gaylord & Alpena Railroad; Butte, Anaconda & Pacific Railway; Brooklyn Eastern District Terminal; Carolina & Northwestern Railway; Central New York Southern Railroad Corporation; Charlotte Harbor & Northern Railway; Charlotte, Monroe & Columbia Railroad; Chicago & Illinois Midland Railway; Copper Range Railroad Co.; Danville & Western Railroad; Dayton, Toledo & Chicago Railway; Detroit, Bay City & Western Railroad; Duluth & Northern Minnesota Railway; East & West Coast Railway; East Broad Top Railroad & Coal Co.; East Tennessee & Western North Carolina Railroad; Erie & Michigan Railway & Navigation Co.; Escanaba & Lake Superior Railroad; Florida Central & Gulf Railway; Fort Smith & Western Railroad; Fort Smith, Subiaco & Rock Island Railroad; Gainesville Midland Railway; Georgia & Florida Railway; Green Bay & Western Railroad; Greenwich & Johnsonville Railway; Gulf, Florida & Alabama Railway; Hawkinsville & Florida Southern Railway; High Point, Randleman, Asheboro & Southern Railroad; Houston & Brazos Valley Railway; Indian Creek Valley Railway; Interstate Railroad Co.; Lake Erie, Franklin & Clarion Railroad; Live Oak, Perry & Gulf Railroad; Louisiana & Pacific Railway; Louisiana Railway & Navigation Co.; Macon & Birmingham Railway; Macon, Dublin & Savannah Railroad; Manistee & Northeastern Railroad Co.; Memphis, Dallas & Gulf Railroad; Midland Terminal Railway; Middletown & Unionville Railroad; Minnesota, Dakota & Western Railway; Mississippi River & Bonne Terre Railway; Narragansett Pier Railroad; Northeast Oklahoma Railroad; Pacific Coast Railroad; Philadelphia, Bethlehem & New England Railroad; Raleigh & Charleston Railroad; St. Louis & Hannibal Railroad Company; Sandy River & Rangeley Lakes Railroad; Spokane International Railway Co.; Sumpter Valley Railway; Susquehanna & New York Railroad; Tullulah Falls Railway; Tampa & Gulf Coast Railroad; Tampa Northern Railroad; Tennessee, Alabama & Georgia Railroad; Texas City Terminal Co.; Virginia & Truckee Railway; Wabash, Chester & Western Railroad; Wood River Branch Railroad; Yadkin Railroad.

This decision is on a dispute between the organizations of employees of carriers and the carriers named above. Each organization has a dispute with one or more of the carriers, and each carrier has a dispute with one or more of the organizations.

The carriers parties to this dispute are railroads usually denominated "Short Lines." In general, they are remote from great cities and provide service for small communities located in practically all the States of the Union. Their traffic consists for the most part of products of mines, forests, and agriculture, and of supplies and equipment for these industries.

The organizations of employees request that the agreements and orders, etc., of the United States Railroad Administration, now applied to employees of standard railroads, be applied to them and

that substantially the same scales paid by standard railroads be applied to employees of short line railroads, parties to this dispute.

The total number of employees of these carriers is approximately 4,000. The number of the employees of the several carriers varies as between them from 25 to 400.

Railroad labor on these carriers is not divided to the extent found necessary on large carriers. Many short line employees perform diversified duties, each of which on large carriers is allotted to a particular class or trade.

To determine just and reasonable wages for any class of employees requires consideration of the work done for such wages. In the present case the work done by each class of short line employees varies to a substantial extent on each carrier. In many instances the work done by any class varies substantially as between the individuals in that class. Thus the determination of just and reasonable wages for any class requires the consideration of innumerable and diverse circumstances and in many instances consideration of the work done by individual employees.

There are wide variations as between these carriers in the cost of living for employees in the communities they serve, in the scales of wages paid for similar work in other industries, in the hazards of the employment, the training and skill required, the degree of responsibility, the character and regularity of the employment, and in other circumstances relevant to a determination of just and reasonable wages.

By reason of the nonexistence of boards of adjustment, this Board has under consideration several hundred grievance cases which should be determined by boards of adjustment, were they in existence. It also has under consideration the matter of rules and working conditions for the 2,000,000 employees of standard railways.

The Labor Board has found it impracticable to decide on the evidence submitted in this case what are reasonable wages for the varying work done under infinitely varying conditions by the 4,000 employees of the carriers parties to this dispute. Classification of short line employees is necessary for such decision and such classification requires elaborate study. A classification of employees of standard railroads is now in progress. It is practically impossible for this Board to undertake the classification of short line employees while the classification of standard railroad employees is still undetermined.

A portion of the dispute herein relates to rules and working conditions on short line railroads parties hereto.

The Labor Board has now before it the question of what is to be done with reference to the national agreements, orders, etc., of the United States Railroad Administration, the portion of the dispute referred to it on April 15, 1920, undecided by Decision No. 2. This Board finds it impracticable to determine what reasonable rules shall be on the short lines until the question of reasonable rules and working conditions on the standard railroads has been disposed of.

Changes are now taking place in the cost of living and in the wage scales paid for similar work in other industries which appear to justify conferences between the carriers parties to this dispute and representatives of their employees. It is the view of this Board that

as to the short line carriers such conference would produce more reasonable results than would be accomplished if this Board should now undertake to determine reasonable wages and working conditions for the employees of the short lines parties to this dispute.

This statement is to be understood as applicable to the circumstances of this dispute as to short line employees and not to be taken as indicative of the Board's view as to appropriate action as to conference in another dispute now before it as to rules and working conditions on standard railways.

*Decision.*—For the reason stated, without prejudice to the right of representatives of employees of said carriers to meet representatives of the carriers or any of them in conference as to wages and working conditions and without prejudice to the right of the parties to such conference to refer any dispute undecided therein to this Board for decision, these disputes are dismissed.

This decision shall not be considered as affecting any wage increase now in effect nor any agreement regarding wages between any of the carriers and their employees.

#### DECISION NO. 109.—DOCKET 14.

*Chicago, Ill., March 25, 1921.*

Railway Employees' Department, A. F. of L., v. Butler County Railroad Co.

A hearing has been had in the above-entitled matter under the belief that application for decision had been duly filed according to law.

On examination of the record, however, it appears that no application for decision was filed by the chief executive of any organization of railroad employees. The Labor Board was requested to use its good offices toward the reinstatement of five men discharged by the management of the carrier.

*Decision.*—The Labor Board is without power to decide this controversy as a dispute, for the reasons stated.

Examination of the records does not disclose sufficient reason for this Board to undertake to use its good offices toward the action requested.

The matter is, for the reasons stated, dismissed.

#### DECISION NO. 110.—DOCKET 166.

*Chicago, Ill., April 2, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago & North Western Railway Co.

*Question.*—The Chicago & North Western Railway Co. has not applied the provisions of Decision No. 2 of the United States Railroad Labor Board to employees who voluntarily left its service prior to August 1, 1920.

The employees claim that the provisions of Decision No. 2 apply to employees who voluntarily left the carrier's service prior to June 12 and subsequent to July 19, 1920.

*Decision.*—The Labor Board decides that Interpretation No. 19 to Decision No. 2, regarding the payment of back time to employees under the provisions of Decision No. 2, shall govern in this dispute.

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DECISION NO. 111.—DOCKET 333.

*Chicago, Ill., April 6, 1921.*

New York Central Railroad Co. v. American Federation of Railroad Workers; Brotherhood of Railroad Station Employees; Brotherhood Railway Carmen of America; Brotherhood Railroad Signalmen of America; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; Federal Labor Union, American Federation of Labor; International Brotherhood of Electrical Workers; International Brotherhood of Stationary Firemen and Oilers; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Railway Coach and Car Cleaners; Railway Employees' Department, A. F. of L. (Federated Shop Crafts); United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

*Question.*—The New York Central Railroad Co. has filed an application with the Labor Board asking that this Board hear and determine a dispute between the carrier and its employees, classed broadly as unskilled labor, and asking that this Board at once issue a provisional order authorizing the said carrier to pay to said unskilled labor rates of wages less than those determined to be just and reasonable by Decision No. 2, pending final decision by this Board, the said decision to be retroactive to April 1, 1921.

*Decision.*—The application of the New York Central Railroad Co. for provisional order is denied.

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DECISION NO. 112.—DOCKET 173.

*Chicago, Ill., April 7, 1921.*

Railway Express Drivers, Chauffeurs and Conductors (Local No. 720 of Chicago) v. American Railway Express Co.

*Question.*—Change in starting time of employees in the vehicle department, American Railway Express Co., Chicago, Ill.

*Statement.*—Prior to September 27, 1920, in the vehicle department, working hours of chauffeurs and helpers were from 7 a. m. to 4 p. m. on Mondays, and from 8 a. m. to 5 p. m. on other days of the week. Under date of September 25, 1920, instructions were issued that effective Monday, September 27, the starting time of these employees would be 8 a. m. on Mondays, and 9 a. m. on other days of the week.

At the hearing on this case, February 24, 1920, it developed that there is no written agreement between the American Railway Express Co. and the Railway Express Drivers, Chauffeurs, and Conductors (Local No. 720) governing employees in the vehicle department,

and that the agreement entered into between the American Railway Express Co. and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees and International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers, under date of February 15, 1920, had been published by the express company as a book of rules governing the working conditions of these employees; that the rules contained in this agreement had been made effective for those employees; and that the employees have availed themselves of these rules and conditions thereby created, and it was therefore, in fact, an agreement governing the employees in question.

Rule No. 52 of the agreement referred to reads as follows:

Regular assignments (except in train service) shall have a fixed starting time, and the regular starting time shall not be changed without at least 36 hours' notice to the employees affected.

*Decision.*—The Labor Board decides that the change in starting time of the employees of the vehicle department, American Railway Express Co., Chicago, Ill., was made in accordance with the rules governing the employees in this branch of service.

Request of employees that the working hours in effect prior to September 27, 1920, be reestablished, is therefore denied.

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#### DECISION NO. 113.—DOCKET 210.

*Chicago, Ill., April 7, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Chicago & Alton Railroad Co.**

*Question.*—Do the positions of shop watchmen at the repair shops of the Chicago & Alton Railroad Co. come within the scope of paragraph 2, rule 1, of Article I of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees?

*Statement.*—The national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees provides that the rules contained therein shall govern the hours of service and working conditions of the following classes named in paragraph 2, rule 1, of Article I:

Other office and station employees, such as office boys, messengers, chore boys, train announcers, gatemen, checkers, baggage and parcel room employees, train and engine crew callers, operators of office or station equipment devices, telephone switchboard operators, elevator operators, office, station, and warehouse watchmen, and janitors.

The employees contend that the term "watchmen" as used in rule of the clerks' national agreement, above quoted, applies to all watchmen except those carried as railroad policemen, and that the employees in question should be paid on a daily basis of eight consecutive hours, exclusive of the meal period, with appropriate overtime rates for time worked in excess thereof and on Sundays and holidays.

The carrier states that watchmen in question are stationed at the doors of the repair shops to prevent the entrance to the shops of unauthorized persons, and in addition thereto they register their

inspection of the building on boxes located at various places for the purpose; and contends that they are not mentioned in the agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and are not subject to its provisions.

*Decision.*—The Labor Board decides that the positions of shop watchmen on the Chicago & Alton Railroad do not come within the scope of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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#### DECISION NO. 114.—DOCKET 221.

*Chicago, Ill., April 7, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad Co.**

*Question.*—Proper application of section 3, Article XIII, of Decision No. 2 (Dockets 1, 2, and 3) to monthly-rated employees.

*Statement.*—In applying the increases to monthly-rated employees covered by article 3 of the award, 204 times the hourly rate specified was added to the monthly rate under section 3 of Article XIII.

*Employees' position.*—Our agreement with the railroad provides for a 200 to 310 hour month for monthly-rated employees. Section 7, Article XIII of Decision No. 2 says: "Except as specifically modified herein, the rules regulating payments of overtime or working conditions in all branches of service, and the established and accepted methods of computing time and compensation thereunder, shall remain in effect until or unless changed in the manner provided by the Transportation Act, 1920."

We contend that the decision of the Labor Board has specifically modified our working conditions in section 3 of Article XIII, which says in part, "\* \* \* or employees paid by the month, add 204 times the hourly rate specified to the monthly rate." Two hundred and four hours when worked out establishes a 306-day year for monthly-rated employees; this being established and the employees' salary raised on this basis, we contend that they should, when required to work on Sundays or the seven specified holidays, be paid therefor at the overtime rates in addition to their monthly rate, or be paid as many hours per month as their assignment requires in each case, times the hourly increase.

*Carrier's position.*—In applying the increases specified in the decision for employees paid by the month, 204 times the hourly rate specified was added to the monthly rate in accordance with our understanding of section 3 of Article XIII.

*Decision.*—Interpretation No. 1 to Decision No. 2 clearly outlines the intent of that decision in applying increases to monthly-rated employees in the maintenance of way department, and should, therefore, govern in this dispute.

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#### DECISION NO. 115.—DOCKET 223.

*Chicago, Ill., April 7, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway Co.**

*Question.*—Proper application of section 3, Article XIII of Decision No. 2 to monthly-rated employees.

*Statement.*—The railway company applied the monthly increases authorized in Decision No. 2 for employees, such as crossing watchmen, pumpers, etc., to

the monthly rate established by or under the authority of the United States Railroad Administration. The employees claim that the monthly rate should be determined on the basis of the number of eight-hour days required to work per calendar year.

*Employees' position.*—On the Chicago & North Western Railway we have many employees, such as crossing watchmen, pumpers, and other monthly-paid employees, who are paid on a monthly basis and required to work 365 days per year. We contend that it would be doing such employees, who are paid a monthly salary and required to work 365 days per year, a great injustice to figure their increase in wages as given in section 3 of Article XIII unless proper allowance is made for all time worked in excess of 306 eight-hour days per year, and we further contend that it is the intent and meaning of Decision No. 2 to allow the employees the hourly increase applicable to their position for each and every hour required to work, whether on an hourly, daily, or monthly salary.

*Carrier's position.*—Section 3, Article XIII of Decision No. 2, United States Railroad Labor Board, provides that in order to determine the increase for employees paid by the month, add 204 times the hourly rate specified to the monthly rate, and, as the monthly rate in effect prior to the application of Decision No. 2 covered the number of days of the assignment whether it be 26 or more, the railway company takes the position that, in accordance with the provisions of section 3, Article XIII of Decision No. 2, the employees are entitled to an increase per month determined by multiplying the hourly increase authorized in the decision, according to the class of work performed, by 204, regardless of the number of eight-hour days required to work for a month's assignment.

*Decision.*—Interpretation No. 1 to Decision No. 2 clearly outlines the intent of that decision in applying increases to monthly-rated employees in the maintenance of way department, and should, therefore, govern in this dispute.

#### DECISION NO. 116.—DOCKET 234.

*Chicago, Ill., April 7, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway Co.

*Question.*—Application of section 3, Article XIII of Decision No. 2.

*Statement.*—The railway company applied increases specified in Decision No. 2 to rates established by or under the authority of the United States Railroad Administration. The employees claim that the rates authorized in Decision No. 2 should be applied to rates in effect as of July 20, 1920.

*Employees' position.*—The preamble of Articles II, III, and IV of Decision No. 2 provides that the increase in rates, as given in these articles, shall apply to the rates of pay established by or under the authority of the United States Railroad Administration. We find in a few places on the Chicago & North Western Railway that some employees were given a slight increase in wages since March 1, 1920, and prior to July 20, 1920, but in no case did this raise exceed the maximum rates as established by or under the authority of the United States Railroad Administration. Owing to the fact that this small increase in wages was given for the purpose of adjusting unjustifiable inequalities which had hitherto existed, and as the rates as adjusted since March 1, 1920, and prior to July 20, 1920, did not exceed the maximum rates as established by or under the authority of the United States Railroad Administration, we contend that the increased rates as given by the United States Railroad Labor Board should apply to the rates in effect on July 20, 1920.

*Carrier's position.*—The increases referred to in the employees' position were not made for the purpose of adjusting unjustifiable inequalities, but were necessary in order to secure labor and were not established by or under the authority of the United States Railroad Administration. The railway company, therefore, takes the position that the increases authorized in Decision

No. 2 do not apply to rates established subsequent to termination of Federal control, but, in accordance with the provisions thereof, apply to rates established by or under the authority of the United States Railroad Administration.

*Decision.*—Interpretation No. 2 to Decision No. 2 clearly outlines the intent of Decision No. 2 in applying increases to rates established subsequent to March 1, 1920, and should govern in this dispute.

### DECISION NO. 117.—DOCKET 298.

*Chicago, Ill., April 7, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. The Delaware, Lackawanna & Western Railroad Co.**

*Question.*—Proper application of the hourly increases provided in section 7, Article III of Decision No. 2 for employees paid by the month who are assigned to work more than 204 hours per month.

*Statement.*—The Delaware, Lackawanna & Western Railroad Co. employs men for various positions who work more than 8 hours per day (some work 8, 9, 10, 11, and 12 hours) the full calendar year, and pays them a monthly rate to cover all services rendered according to section (a 12), Article V of the national agreement with the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers. The company has granted the same application of the hourly increase specified in section 7, Article III of Decision No. 2 to the men who work more than 8 hours per day as applied to the other employees who work only 8 hours per day.

*Employees' position.*—We contend that the increases provided in section 7, Article III of Decision No. 2 should be added to the rates established by or under the authority of the United States Railroad Administration in Supplement No. 8 and the national agreement with the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers for the men specified on the eight-hour day basis; and for employees required to work over eight hours per day an amount should be added per month equivalent to what they would earn for overtime. This overtime amount should be figured on the basis of pro rata rate for the ninth and tenth hours and thereafter at the rate of time and one-half. We are supported in this basis of figuring the compensation to be added to the monthly rate to cover overtime by Docket M-959 of Adjustment Board No. 3.

The railroad management contends that they have complied with the intent of Decision No. 2 in applying 204 times the hourly increase to monthly rated employees, as specified in section 7, Article III of Decision No. 2.

*Decision.*—Interpretation No. 1 to Decision No. 2 clearly outlines the intent of section 7, Article III of Decision No. 2 with reference to the application of increases to monthly-rated employees, and should govern in this dispute.

### DECISION NO. 118.—DOCKET 300.

*Chicago, Ill., April 7, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago, Indianapolis & Louisville Railway.**

*Question.*—How should an increase in wages granted by the United States Railroad Labor Board in Decision No. 2 be applied to men watching street crossings who were paid on a monthly basis?

*Statement.*—On July 20, 1920, when the wage award was granted by the United States Railroad Labor Board, the railroad company notified all crossing

watchmen that their salary would be increased \$17.34 per month. The men working 8 hours got the same increase as the men working 12 hours per day.

*Employees' position.*—We contend that street crossing watchmen who were paid on a monthly basis for an eight-hour day prior to July 20, 1920, are entitled to an increase of \$17.34 per month, to be added to their salary for an eight-hour day, and where these men work over eight hours per day their salary should be adjusted accordingly, pro rata rate for the ninth and tenth hours and time and one-half time for the eleventh and twelfth hours.

*Carrier's position.*—Street crossing watchmen are carried on the pay roll as monthly men, and in applying Article XIII of Decision No. 2 they were allowed 204 times the hourly rate specified; viz, 8½ cents, making \$17.34, which we added to the monthly rate. The differentials maintained prior to January 1, 1918, due to hours of service and working conditions, are still maintained plus the increases authorized under General Order No. 27 and supplements thereto.

*Decision.*—Interpretation No. 1 to Decision No. 2 clearly outlines the intent of section 7, Article III of Decision No. 2 with reference to the increases to monthly rated employees, and should govern in this dispute.

### DECISION NO. 119.—DOCKETS 1, 2, AND 3.

*Chicago, Ill., April 14, 1921.*

International Association of Machinists; Amalgamated Sheet Metal Workers' International Alliance; Brotherhood of Locomotive Engineers; Brotherhood of Railroad Trainmen; Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees; Switchmen's Union of North America; International Brotherhood of Firemen and Oilers; Brotherhood Railroad Signalmen of America; Railway Employees' Department, A. F. of L.; United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers; Order of Railroad Telegraphers; Brotherhood Railway Carmen of America; International Brotherhood of Electrical Workers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; National Organization Masters, Mates and Pilots of America; American Train Dispatchers Association; International Association of Railroad Supervisors of Mechanics v. The Atchison, Topeka & Santa Fe Railway et al.

This decision determines the undecided portion of the dispute between the carriers and organizations of their employees referred to the Labor Board, April 16, 1920. That dispute was what should constitute reasonable wages and working conditions on the carriers parties thereto. On July 20, 1920, this Board decided the wage portion. It now decides upon a method of arriving at rules regulating working conditions.

The parties are set forth in Exhibit A.

From December 28, 1917, to March 1, 1920, the President took over and operated through the Director General of Railroads the carriers parties to this dispute. On March 1, pursuant to the Transportation Act, 1920, these carriers reverted to their owners.

During Federal control the Director General of Railroads entered into contracts with organizations of employees of these carriers. These contracts, called national agreements, set out the classes of employees affected, define with particularity the grades in each class, specify work to be done by each grade, hours of service, when payments shall be made, how forces shall be reduced, seniority deter-

mined, work assigned, grievances adjusted, apprentices trained, and otherwise fix the rights and obligations of the parties as to working conditions. These agreements by their terms expired with Federal control. In the same period certain orders, supplements thereto and interpretations thereof, relating to wages and working conditions of railroad employees, were issued by the authority of the Director General. These orders, etc., among other things, classified positions, determined the duties and rights of the incumbents, and fixed the wages to be paid such incumbents. These orders and supplements provided that they should be incorporated into existing agreements between railroads and their employees.

In February, 1920, the said organizations pressed long-standing requests for wage increases on the Director General of Railroads, who declined to act, as Federal control was almost at an end. On February 28, the Transportation Act became law. Section 301 provides that all disputes between carriers and their employees shall be considered and, if possible, decided in conference between representatives of the parties, and if there undecided, shall be referred for decision to the Railroad Labor Board created by the act. Accordingly, the Association of Railway Executives appointed representatives of the carriers released from Federal control to confer with representatives of the organizations on the pending requests for wage increases.

The representatives met in Washington on March 10, 1920. On March 24, the employees requested that the carriers' representatives secure authority to enter into an agreement preserving after September 1, 1920, the provisions of the general orders, supplements, and addenda issued by the United States Railroad Administration as well as the national agreements and interpretations thereof. On March 30, the representatives of the carriers declined to request such authority.

No agreement was reached by the conference on any matter in dispute, and on April 16 the entire dispute was referred to the Labor Board.

On May 3, 1920, the organizations were informed by the chairman of the Association of Railway Executives that the association had taken the following action on the request for continuance of the national agreements, orders, etc., of the Railroad Administration:

That the matter of continuing national agreements, interpretations thereof and general orders and all other arrangements negotiated between the United States Railroad Administration and the so-called standard recognized labor organizations shall be handled by negotiation between the management and employees of each individual railway.

It was further stated that "this recommendation" had been conveyed to all the member roads of the association.

Accordingly, the organizations arranged for the presentation about May 1, 1920, to each carrier of a request for the continuance of the national agreements, etc. Such requests were thereafter made on each carrier. Conferences on the requests were denied by the officers of the carriers in general on the ground that the matter had been referred to the Labor Board for decision.

In formulating Decision No. 2, the Labor Board perceived that to inquire into the justness and reasonableness of the national agree-

ments, etc., as well as to decide what shall constitute just and reasonable wages, was impracticable. Time for such inquiry was lacking. Accordingly, at that time the matter of the national agreements and of the orders, etc., of the United States Railroad Administration was thus disposed of:

There are in the dispute as presented questions involving rules and working conditions, some of which are interwoven with and materially affect earnings and wages. Adequate investigation and consideration of these questions would demand time. Existing conditions required that the Board should make as early decision of the wage question as practicable. For that reason, it has been necessary—and both parties to the controversy have indicated it to be their judgment and wish—that the Board should separate the questions involving rules and working conditions from the wage question. Accordingly, the Board has not undertaken herein to consider or change the rules and agreements now existing or in force by the authority of the United States Railroad Administration or otherwise and this decision will be so understood and applied.

The Board assumes as the basis of this decision the continuance in full force and effect of the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration. Pending the presentation, consideration, and determination of the questions pertaining to the continuation or modification of such rules, conditions, and agreements no changes therein shall be made except by agreement between the carrier and employees concerned. As to all the questions with reference to the continuation or modification of such rules, working conditions, and agreements, further hearings will be had at the earliest practicable date and decision thereon will be rendered as soon as adequate consideration can be given.

On December 18, 1920, the parties were notified to present, beginning January 10, 1921, evidence and argument on this dispute.

The evidence and arguments submitted support the following conclusions:

The duty imposed by section 301 on all carriers and their officers, employees, and agents to consider and if possible to decide in conference all disputes between carriers and their employees has not been performed by the parties hereto either with regard to the wage or the working conditions portion of this dispute. The record shows that the representatives of the carriers were unwilling to assume the responsibility of agreeing to substantial wage increases. Hence, the conference of March 10 to April 1, 1920, on the side of the carriers was merely a perfunctory performance of the statute. Nor was the action of the organizations with regard to the individual carriers more than perfunctory. Naked presentation as irreducible demands of elaborate wage scales carrying substantial increases, or of voluminous forms of contract regulating working conditions, with instructions to sign on the dotted line, is not a performance of the obligation to decide disputes in conference if possible. The statute requires an honest effort by the parties to decide in conference. If they can not decide all matters in dispute in conference, it is their duty to there decide all that is possible and refer only the portion impossible of decision to this Board.

Although section 301 has not been complied with by the parties, the Board has jurisdiction of this dispute, as it is and has been one likely substantially to interrupt commerce.

The carriers parties hereto maintain that the direction of this Board in Decision No. 2, extending the national agreements, orders, etc., of the Railroad Administration as a *modus vivendi* should be

terminated at once; and that the matter should be remanded to the individual carriers and their employees for negotiation and individual agreement.

The organizations maintain that the national agreements, orders, etc., with certain modifications desired by the employees should be held by this Board to constitute just and reasonable rules; and should be applied to all carriers parties to the dispute, except to the extent that any carrier may have entered into other agreements with its employees. They maintain that local conferences requiring necessarily the participation of thousands of railroad employees for several weeks would constitute an economic waste and would produce a multiplicity of controversies as well as irritation and disturbance. They also urge that to require local conferences would be to expose the local organizations on the several carriers to the entire power and weight of all the carriers acting through the Association of Railway Executives on the conferring carrier; that such a disparity of force would produce an inequitable result highly provocative of discontent and likely to result in traffic interruptions. They, accordingly, insist that the conference should be national.

The carriers maintain that rules negotiated by the employees and officers who must live under them are most satisfactory; that the participants in such negotiations know the intent of the rules agreed to and advise their fellow workmen and officers accordingly, thereby avoiding a litigious attitude on both sides; that substantial differences exist as between the several carriers with relation to the demands of the service, necessary division of labor, and other factors, which differences should be reflected in the rules; that these local differences can be given proper consideration only by local conferences. The carriers refuse to confer nationally.

The Labor Board is of the opinion that there is merit in the contentions of each party, and has endeavored to take action which will secure some of the advantages of both courses.

This Board is unable to find that all rules embodied in the national agreements, orders, etc., of the Railroad Administration constitute just and reasonable rules for all carriers parties to the dispute. It must therefore, refuse the indefinite extension of the national agreements, orders, etc., on all such carriers as urged by the employees.

This Board also deems it inadvisable to terminate at once its direction of Decision No. 2 and to remand the dispute to the individual carriers and their employees. Such a course would leave many carriers and their employees without any rules regulating working conditions.

If the Labor Board should remand the dispute to the individual carriers and their employees and should keep the direction of Decision No. 2 in effect until agreements should be arrived at, it is possible that agreements might not be arrived at.

The Labor Board believes, nevertheless, that certain subject matters now regulated by rules of the national agreements, orders, etc., are local in nature and require consideration of local conditions. It also believes that other subject matters now so regulated are general in character and that substantial uniformity in rules regulating such subject matters is desirable.

The Board also believes that certain rules are unduly burdensome to the carriers and should in justice be modified. It may well be that other rules should be modified in the interest of employees.

To secure the performance of the obligation to confer on this dispute, imposed by law on officers and employees of carriers, to bring about the recognition in rules of differences between carriers where substantial, to preserve a degree of uniformity in rules regulating subject matters of a general nature, to prevent to some extent the operation in negotiations of a possible disparity of power as between the carriers and their employees, and to enable the representatives of employees of each carrier and the officers of that carrier to participate in the formulation of rules under which they must live, the Labor Board has determined upon the following action:

*Decision.*—1. The direction of the Labor Board in Decision No. 2, extending the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration, will cease and terminate July 1, 1921.

2. The Labor Board calls upon the officers and system organizations of employees of each carrier, parties hereto, to designate and authorize representatives to confer and to decide so much of this dispute relating to rules and working conditions as it may be possible for them to decide. Such conferences shall begin at the earliest possible date. Such conferences will keep the Labor Board informed of final agreements and disagreements to the end that this Board may know prior to July 1, 1921, what portion of the dispute has been decided. The Labor Board reserves the right to terminate its direction of Decision No. 2 at an earlier date than July 1 with regard to any class of employees of any carrier if it shall have reason to believe that such class of employees is unduly delaying the progress of the negotiations. The Board also reserves the right to stay the termination of the said direction to a date beyond July 1, 1921, if it shall have reason to believe that any carrier is unduly delaying the progress of the negotiations. Rules agreed to by such conferences should be consistent with the principles set forth in Exhibit B, hereto attached.

3. The Labor Board will promulgate such rules as it determines just and reasonable as soon after July 1, 1921, as is reasonably possible and will make them effective as of July 1, 1921, and applicable to those classes of employees of carriers parties hereto for whom rules have not been arrived at by agreement.

4. The hearings in this dispute will necessarily proceed in order that the Labor Board may be in position to decide with reasonable promptness rules which it may be necessary to promulgate under section 3 above.

5. Agreements entered into since March 1, 1920, by any carrier and representatives of its employees shall not be affected by this decision.

Attachments: Exhibit A; Exhibit B.

## EXHIBIT A.

List of Organizations and Carriers Parties to Decision No. 119 (Dockets 1, 2, and 3).

## 1. CARRIERS.

- Abilene & Southern Railway.  
 Alabama & Vicksburg Railway.  
 Alton & Southern Railroad.  
 American Railway Express Co. (as to employees coming under the provisions of the agreement between the United States Railroad Administration and the Federated Shop Crafts, dated September 20, 1919).  
 American Refrigerator Transit Co.  
 Ann Arbor Railroad.  
     Manistique & Lake Superior Railroad.  
 Atchison, Topeka & Santa Fe Railway.  
     Beaumont Wharf & Terminal Co.  
     Kansas South Western Railway.  
     Grand Canyon Railway.  
     Gulf Colorado & Santa Fe Railway.  
     Rio Grande, El Paso & Santa Fe Railroad.  
     Panhandle & Santa Fe Railway.  
 Atlanta & West Point Railroad.  
     Western Railway of Alabama.  
     Georgia Railroad.  
 Atlanta, Birmingham & Atlantic Railway.  
 Atlanta Joint Terminals.  
 Atlantic Coast Line Railroad.  
     Washington & Vandemere Railroad.  
 Baltimore & Ohio Railroad.  
     Baltimore & Ohio Chicago Terminal Railroad.  
     Coal & Coke Railroad.  
     Dayton Union Railroad.  
     Sandy Valley & Elkhorn Railway.  
     Sharpsville Railroad.  
     Staten Island Rapid Transit Co.  
 Bangor & Aroostook Railroad.  
 Bessemer & Lake Erie Railroad.  
 Boston Terminal Co.  
 Boston & Maine Railroad.  
     Barre & Chelsea Railroad.  
     Montpelier & Wells River Railroad.  
     St. Johnsbury & Lake Champlain Railroad.  
     Sullivan County Railroad.  
     Vermont Valley Railroad.  
     York Harbor & Beach Railroad.  
 Buffalo Creek Railroad.  
 Buffalo & Susquehanna Railroad.  
 Buffalo, Rochester & Pittsburgh Railway.  
 Camas Prairie Railroad.  
 Canadian Pacific Railway Co.  
 Carolina, Clinchfield & Ohio Railway.  
     Carolina, Clinchfield & Ohio Railway of South Carolina.  
 Central New England Railway.  
 Central of Georgia Railway.  
     Wadley Southern Railway.  
     Sylvania Central Railway.  
 Central Railroad of New Jersey.  
 Central Vermont Railway.  
     Central Vermont Transportation Co.  
 Charleston & Western Carolina Railway.  
 Chesapeake & Ohio Railway.  
 Chesapeake & Ohio Railway of Indiana.  
 Chicago & Alton Railroad.  
 Chicago & Eastern Illinois Railroad.  
 Chicago & North Western Railway.  
     Pierre & Fort Pierre Bridge Railway Co.  
     Pierre, Rapid City & Northwestern Railway.  
     Wyoming & North Western Railway.  
     Missouri Valley & Blair Railway & Bridge Co.  
 Chicago, Burlington & Quincy Railroad.  
     Quincy, Omaha & Kansas City Railroad.  
 Chicago Great Western Railroad.  
 Chicago, Indianapolis & Louisville Railway.  
 Chicago, Milwaukee & Gary Railway Co.  
 Chicago, Milwaukee & St. Paul Railway.  
     Bellingham & Northern Railroad.  
     Gallatin Valley Railroad.  
     Milwaukee Terminal Railway.  
     Puget Sound & Willapa Harbor Railroad.  
     Tacoma Eastern Railroad.  
     Seattle, Port Angeles & Western Railroad.  
 Chicago, Peoria & St. Louis Railroad.  
 Chicago, Rock Island & Pacific Railway.  
     Chicago, Rock Island & Gulf Railway.  
 Chicago, St. Paul, Minneapolis & Omaha Railway.  
 Chicago, Terre Haute & Southeastern Railway.  
 Cincinnati, Indianapolis & Western Railroad.  
 Colorado & Southern Railway.  
     Wichita Valley Railway.  
 Colorado & Wyoming Railway.  
 Cumberland & Pennsylvania Railroad.  
 Davenport, Rock Island & Northwestern Railway.  
 Delaware & Hudson Co.

- Delaware, Lackawanna & Western Railroad.  
 Lackawanna & Montrose Railroad.  
 Sussex Railroad.  
 Denver & Rio Grande Railroad.  
 Rio Grande Southern Railroad.  
 Denver & Salt Lake Railroad.  
 Detroit, Toledo & Ironton Railroad.  
 Duluth, South Shore & Atlantic Railway.  
 Mineral Range Railroad.  
 Elgin, Joliet & Eastern Railway.  
 El Paso & Southwestern Co.  
 Morenci Southern Railway.  
 Erie Railroad System.  
 Bath & Hammondsport Railroad.  
 Chicago & Erie Railroad.  
 New Jersey and New York Railroad.  
 New York, Susquehanna & Western Railroad.  
 Wilks-Barre & Eastern Railroad.  
 Florida East Coast Railway.  
 Fort Worth Belt Railway.  
 Fort Worth & Denver City Railway.  
 Galveston Wharf Co.  
 Georgia, Florida & Alabama Railway.  
 Grand Trunk System—Lines in United States.  
 Atlantic & St. Lawrence Railroad.  
 Champlain & St. Lawrence Railroad.  
 Chicago, Detroit & Canada Grand Trunk Junction Railroad.  
 Cincinnati, Saginaw & Mackinaw Railroad.  
 Detroit, Grand Haven & Milwaukee Railroad.  
 Grand Trunk Western Railway.  
 Lewiston & Auburn Railroad.  
 Michigan Air Line Railway.  
 Pontiac, Oxford & Northern Railroad.  
 St. Clair Terminal Railroad.  
 Toledo, Saginaw, & Muskegon Railroad.  
 United States & Canada Railroad.  
 Great Northern Railway.  
 Duluth Terminal Railway.  
 Duluth & Superior Bridge Co.  
 Minneapolis Western Railway.  
 Watertown & Sioux Falls Railroad.  
 Farmers Grain & Shipping Company's Railroad.  
 Gulf & Ship Island Railroad.  
 Gulf Coast Line.  
 New Orleans, Texas & Mexico Railway.  
 St. Louis, Brownsville & Mexico Railway.  
 Beaumont, Sour Lake & Western Railway.  
 Orange & Northwestern Railroad.  
 Gulf, Mobile & Northern Railroad.  
 Hocking Valley Railway.  
 Huntington & Broad Top Mountain Railroad.  
 Illinois Central Railroad.  
 Chicago, Memphis & Gulf Railroad.  
 Dunleith & Dubuque Bridge Co.  
 Yazoo & Mississippi Valley Railroad.  
 Illinois Terminal Railroad.  
 International & Great Northern Railway.  
 Jacksonville Terminal Co.  
 Kansas City, Clinton & Springfield Railway.  
 Kansas City, Mexico & Orient Railroad.  
 Kansas City, Mexico & Orient Railway of Texas.  
 Kansas City Southern Railway.  
 Kansas, Oklahoma & Gulf Railway.  
 Lehigh & New England Railroad.  
 Lehigh Valley Railroad.  
 Los Angeles & Salt Lake Railroad.  
 Louisiana & Arkansas Railway.  
 Louisville & Nashville Railroad.  
 Louisville, Henderson & St. Louis Railway.  
 Maine Central Railroad.  
 Midland Valley Railroad.  
 Minneapolis & St. Louis Railroad.  
 Minneapolis, St. Paul & Sault Ste. Marie Railway.  
 Mississippi Central Railroad.  
 Missouri, Kansas & Texas Railway.  
 Missouri, Kansas & Texas Railway of Texas.  
 Wichita Falls & Northwestern Railroad.  
 Missouri & North Arkansas Railroad Co.  
 Missouri Pacific Railroad.  
 Monongahela Railway.  
 Nashville, Chattanooga & St. Louis Railway.  
 Nevada Northern Railway.  
 New Orleans Great Northern Railroad.  
 New York Central Lines.  
 Boston & Albany Railroad.  
 Chicago, Kalamazoo & Saginaw Railway.  
 Cincinnati Northern Railroad.  
 Cleveland, Cincinnati, Chicago & St. Louis Railway.  
 Evansville & Indianapolis Railroad.  
 Muncie Belt Railway.  
 Indiana Harbor Belt Railroad.  
 Kanawha & Michigan Railway.  
 Kanawha & West Virginia Railroad.  
 Kankakee & Seneca Railroad.  
 Lake Erie & Western Railroad.  
 Michigan Central Railroad.  
 New York Central Railroad.

New York Central Lines—Continued.  
 Pittsburgh & Lake Erie Railroad.  
 Rutland Railroad.  
 Toledo & Ohio Central Railroad.  
 Zanesville & Western Railroad.

New York, Chicago & St. Louis Railroad.

New York, New Haven & Hartford Railroad.

New York, Ontario & Western Railway.

Norfolk & Portsmouth Belt Line Railroad.

Norfolk & Western Railway.

Virginia-Carolina Railroad.

New River, Holston & Western Railroad.

Williamson & Pond Creek Railroad.

Tug River & Kentucky Railroad.

Norfolk Southern Railroad.

Northern Pacific Railway.

Gilmore & Pittsburgh Railroad.

Big Fork & International Falls Railroad.

Minnesota & International Railway.

Northern Pacific Terminal Co. of Oregon.

Northwestern Pacific Railway.

Ogden Union Railway & Depot Co.

Pennsylvania Lines.

Baltimore & Sparrows Point Railroad.

Baltimore, Chesapeake & Atlantic Railway.

Barnegat Railroad.

Cape Charles Railroad.

Cincinnati, Lebanon & Northern Railway.

Cornwall & Lebanon Railroad.

Connecting Terminal Railroad.

Cumberland Valley Railroad.

Grand Rapids & Indiana Railway.

Long Island Railroad.

Lorain, Ashland & Southern Railroad.

Louisville Bridge & Terminal Railway.

Manufacturers' Railway.

Maryland, Delaware & Virginia Railway.

New York, Philadelphia & Norfolk Railroad.

Ohio River & Western Railway.

Pennsylvania Co.

Pennsylvania Railroad.

Pennsylvania Terminal Railway.

Philadelphia & Beach Haven Railroad.

Pittsburgh, Cincinnati, Chicago & St. Louis Railroad.

Rosslyn Connecting Railroad.

Union Railroad Co. of Baltimore.

Waynesburg & Washington Railroad.

Pennsylvania Lines—Continued.

West Jersey & Seashore Railroad.

Wheeling Terminal Railway.

Pere Marquette Railway.

Philadelphia & Reading Railway.

Atlantic City Railroad.

Catasauqua & Fogelsville Railroad.

Chester & Delaware River Railroad.

Gettysburg & Harrisburg Railway.

Middletown & Hummelstown Railroad.

Northeast Pennsylvania Railroad.

Perkiomen Railroad.

Philadelphia & Chester Valley Railroad.

Philadelphia, Newtown & New York Railroad.

Pickering Valley Railroad.

Port Reading Railroad.

Reading & Columbia Railroad.

Rupert & Bloomsburg Railroad.

Stony Creek Railroad.

Tamaqua, Hazelton & Northern Railroad.

Williams Valley Railroad.

Pittsburgh & Shawmut Railroad.

Pittsburgh & West Virginia Railway.

Pullman Co.

Richmond, Fredericksburg & Potomac Railroad.

Washington Southern Railway.

St. Joseph Belt Railway.

St. Joseph & Grand Island Railway.

St. Louis & O'Fallon Railway.

St. Louis Refrigerator Car Co.

St. Louis-San Francisco Railway.

Brownwood North & South Railway.

Fort Worth & Rio Grande Railway.

Paris & Great Northern Railroad.

St. Louis, San Francisco & Texas Railway.

St. Louis Southwestern Railway Lines.

Eastern Texas Railroad.

Pine Bluff & Arkansas River Railway.

St. Louis Southwestern Railway of Texas.

San Antonio, Uvalde & Gulf Railway Co.

San Antonio & Aransas Pass Railway.

San Diego & Arizona Railway.

Seaboard Air Line Railway.

Chesterfield & Lancaster Railroad.

South Buffalo Railway.

Southern Railway System.

Cincinnati, New Orleans & Texas Pacific Railroad Co.

Alabama Great Southern Railroad.

New Orleans & Northwestern Railroad.

Southern Railway System—Continued  
 Harriman & Northeastern Railroad.  
 Cincinnati, Burnside & Cumberland River Railway.  
 Northern Alabama Railway.  
 Georgia, Southern & Florida Railway.  
 Mobile & Ohio Railroad Co.  
 Southern Pacific Co.  
 Arizona Eastern Railroad.  
 Galveston, Harrisburg & San Antonio Railway.  
 Houston & Shreveport Railroad.  
 Houston & Texas Central Railroad.  
 Houston, East & West Texas Railway.  
 Iberia & Vermillion Railroad.  
 Lake Charles & Northern Railroad.  
 Louisiana & Western Railroad.  
 Morgan's Louisiana & Texas Railroad & Steamship Co.  
 Texas & New Orleans Railroad.  
 Spokane, Portland & Seattle Railroad.  
 Oregon Electric Railway.  
 Oregon Trunk Railway.  
 Tennessee Central Railroad.  
 Texarkana & Fort Smith Railway.

Texas Midland Railroad.  
 Texas & Pacific Railway.  
 Dennison & Pacific Suburban Railway.  
 Weatherford, Mineral Wells & Northwestern Railway.  
 Toledo, Peoria & Western Railway.  
 Toledo, St. Louis & Western Railroad.  
 Trans-Mississippi Terminal Railroad.  
 Trinity & Brazos Valley Railway.  
 Ulster & Delaware Railroad.  
 Union Pacific Railroad.  
 Oregon Short Line Railroad.  
 Oregon-Washington Railroad & Navigation Co.  
 Union Stock Yards of Omaha.  
 Vicksburg, Shreveport & Pacific Railway.  
 Virginian Railway.  
 Wabash Railway.  
 West Side Belt Railroad.  
 Western Maryland Railway.  
 Western Pacific Railroad.  
 Western Railway of Alabama.  
 Wheeling & Lake Erie Railway.  
 Winston-Salem Southbound Railway.  
 All union depot and terminal companies, a majority of whose stock is owned by railroads enumerated above.

## 2. ORGANIZATIONS.

International Association of Machinists.  
 Amalgamated Sheet Metal Workers' International Alliance.  
 Brotherhood of Locomotive Engineers.  
 Brotherhood of Railroad Trainmen.  
 Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees.  
 Switchmen's Union of North America.  
 International Brotherhood of Firemen and Oilers.  
 Brotherhood Railroad Signalmen of America.  
 Railway Employees' Department, A. F. of L.  
 United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

Order of Railroad Telegraphers.  
 Brotherhood Railway Carmen of America.  
 International Brotherhood of Electrical Workers.  
 Brotherhood of Locomotive Firemen and Enginemen.  
 Order of Railway Conductors.  
 International Brotherhood of Boiler-makers, Iron Ship Builders and Helpers of America.  
 International Brotherhood of Blacksmiths, Drop Forgers and Helpers.  
 National Organization of Masters, Mates and Pilots of America.  
 American Train Dispatchers Association.  
 International Association of Railroad Supervisors of Mechanics.

## EXHIBIT B.

Exhibit Referred to in Decision No. 119 (Dockets 1, 2, and 3).

## PRINCIPLES.

1. An obligation rests upon management, upon each organization of employees, and upon each employee to render honest, efficient, and economical service to the carrier serving the public.

2. The spirit of cooperation between management and employees being essential to efficient operation, both parties will so conduct themselves as to promote this spirit.

3. Management having the responsibility for safe, efficient, and economical operation, the rules will not be subversive of necessary discipline.

4. The right of railway employees to organize for lawful objects shall not be denied, interfered with, or obstructed.

5. The right of such lawful organization to act toward lawful objects through representatives of its own choice, whether employees of a particular carrier or otherwise, shall be agreed to by management.

6. No discrimination shall be practiced by management as between members and nonmembers of organizations or as between members of different organizations, nor shall members of organizations discriminate against nonmembers or use other methods than lawful persuasion to secure their membership. Espionage by carriers on the legitimate activities of labor organizations or by labor organizations on the legitimate activities of carriers should not be practiced.

7. The right of employees to be consulted prior to a decision of management adversely affecting their wages or working conditions shall be agreed to by management. This right of participation shall be deemed adequately complied with if and when the representatives of a majority of the employees of each of the several classes directly affected shall have conferred with the management.

8. No employee should be disciplined without a fair hearing by a designated officer of the carrier. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this principle. At a reasonable time prior to the hearing he is entitled to be apprised of the precise charge against him. He shall have reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be there represented by a counsel of his choosing. If the judgment shall be in his favor, he shall be compensated for the wage loss, if any, suffered by him.

9. Proper classification of employees and a reasonable definition of the work to be done by each class for which just and reasonable wages are to be paid is necessary, but shall not unduly impose uneconomical conditions upon the carriers.

10. Regularity of hours or days during which the employee is to serve or hold himself in readiness to serve is desirable.

11. The principle of seniority long applied to the railroad service is sound and should be adhered to. It should be so applied as not to cause undue impairment of the service.

12. The board approves the principle of the eight-hour day, but believes it should be limited to work requiring practically continuous application during eight hours. For eight hours' pay eight hours' work should be performed by all railroad employees except engine and train service employees, regulated by the Adamson Act, who are paid generally on a mileage basis as well as on an hourly basis.

13. The health and safety of employees should be reasonably protected.

14. The carriers and the several crafts and classes of railroad employees have a substantial interest in the competency of apprentices or persons under training. Opportunity to learn any craft or occupation shall not be unduly restricted.

15. The majority of any craft or class of employees shall have the right to determine what organization shall represent members of such craft or class. Such organization shall have the right to make an agreement which shall apply to all employees in such craft or class. No such agreement shall infringe, however, upon the right of employees not members of the organization representing the majority to present grievances either in person or by representatives of their own choice.

16. Employees called or required to report for work, and reporting but not used, should be paid reasonable compensation therefor.

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#### DECISION NO. 120.—DOCKET 330.

*Chicago, Ill., April 14, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. St. Louis Southwestern Railway Co.**

*Nature of the proceeding.*—This is a proceeding and determination under section 313 of the Transportation Act, 1920, whereby the

Labor Board is authorized, in case it has reason to believe its decision has been violated by any carrier, to determine, after due notice and hearing to all persons interested, whether in its opinion such violation has occurred and to make public its decision as to such alleged violation in such manner as it may deem appropriate.

*History of the controversy.*—On July 20, 1920, the Labor Board rendered its decision (Decision No. 2) as to what constituted just and reasonable wages for the employees of carriers parties to the dispute, reserving for later determination that portion of the dispute which related to rules and working conditions. The dispute had been considered in conference extending from March 10 to April 1, 1920. This conference had failed to agree, and the parties thereupon referred the dispute to this Board for decision, pursuant to section 301 of the Transportation Act, 1920. The St. Louis Southwestern Railway Co. participated in this conference by its duly authorized representative and joined in the reference. Its duly authorized representative participated in the hearings before the Labor Board and presented evidence tending to show what wages were just and reasonable as to the St. Louis Southwestern Railway Co. and its employees. This carrier accepted the decision and, up to and including the month of November, 1920, paid to its employees the wages determined by the Labor Board to be just and reasonable.

The United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers were parties to the dispute upon which Decision No. 2 was rendered, and its members, employees of this carrier, accepted the said wages so determined and paid.

Decision No. 2 determined the following to be just and reasonable wages for the parties specified on the carriers named therein (including the St. Louis Southwestern Railway Co.):

ARTICLE III.—MAINTENANCE OF WAY AND STRUCTURES AND UNSKILLED FORCES SPECIFIED.

Add to the rates established by or under the authority of the United States Railroad Administration, for each of the hereinafter-named classes, the following amounts per hour:

Section 1. Building, bridge, painter, construction, mason and concrete, water supply, and plumber foremen, except such water supply and plumber foremen as were paid under the provisions of Supplement No. 4 to General Order No. 27, 15 cents.

Section 2. Assistant building, bridge, painter, construction, mason and concrete, water supply, and plumber foremen, and for coal wharf, coal chute, and fence gang foremen, pile driver, ditching, and hoisting engineers and bridge inspectors, except such assistant water supply and plumber foremen as were paid under the provisions of Supplement No. 4 to General Order No. 27, 15 cents.

Section 3. Section, track, and maintenance foremen, and assistant section, track, and maintenance foremen, 15 cents.

Section 4. Mechanics in the maintenance of way and bridge and building departments, except those that come under the provisions of the national agreement with the Federated Shop Trades, 15 cents.

Section 5. Mechanics' helpers in the maintenance of way and bridge and building departments, except those that come under the provisions of the national agreement with the Federated Shop Trades, 8½ cents.

Section 6. Track laborers and all common laborers in the maintenance of way department and in and around shops and roundhouses, not otherwise provided for herein, 8½ cents.

Section 7. Drawbridge tenders and assistants, pile-driver, ditching, and hoisting firemen, pumper engineers and pumpers, crossing watchmen or flagmen, and lamp lighters and tenders, 8½ cents.

Section 8. Laborers employed in and around shops and roundhouses, such as engine watchmen and wipers, fire builders, ash-pit men, flue borers, coal passers (except those coming under the provisions of Article VIII, section 3, this decision), coal chute men, etc., 10 cents.

Decision No. 2 contained the following direction as to rules, etc.:

There are in the dispute as presented questions involving rules and working conditions, some of which are interwoven with and materially affect earnings and wages. Adequate investigation and consideration of these questions would demand time. Existing conditions required that the Board should make as early decision of the wage question as practicable. For that reason, it has been necessary—and both parties to the controversy have indicated it to be their judgment and wish—that the Board should separate the questions involving rules and working conditions from the wage questions. Accordingly, the Board has not undertaken herein to consider or change the rules and agreements now existing or in force by the authority of the United States Railroad Administration or otherwise, and this decision will be so understood and applied.

The Board assumes as the basis of this decision the continuance in full force and effect of the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration. Pending the presentation, consideration, and determination of the questions pertaining to the continuation or modification of such rules, conditions, and agreements, no changes therein shall be made except by agreement between the carrier and employees concerned. As to all the questions with reference to the continuation or modification of such rules working conditions, and agreements, further hearings will be had at the earliest practicable date and decision thereon will be rendered as soon as adequate consideration can be given.

The St. Louis Southwestern Railway Co. was a party to proceedings before the Interstate Commerce Commission, dated July 29, 1920, entitled Ex Parte No. 74, whereby the commission authorized an increase to the group to which this carrier belongs in freight and passenger rates. Approximately one-third of this increase was stated by the commission to have been authorized for the purpose of providing revenues to meet the wages determined by the Labor Board to be just and reasonable. (Ex Parte No. 74, pp. 231-246.)

The St. Louis Southwestern Railway Co., on or about August 26, 1920, applied such increased rates so authorized, and thereafter collected and is now collecting from shippers and passengers the said rates.

On January 10, 1921, the Labor Board, after due notice, began to hear evidence and argument on the subject of rules and working conditions in dispute, reserved by Decision No. 2 for later determination. The St. Louis Southwestern Railway Co., by its duly authorized representative, presented evidence and arguments relevant to the issue, and was and is a party to the said proceedings. This hearing has not been concluded, as the representatives of the organizations concerned have not yet completed their rebuttal.

The United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers is party to the said dispute on which hearings began January 10, 1921.

About December 1, 1920, the carrier issued the following order:

The following rates of pay will apply on B. and B. gangs now being organized on the Waco Division:

PILE DRIVER GANG.

One foreman at \$195 per month for all services rendered; 10-hour day; no overtime.

One assistant foreman at \$150 per month for all services rendered; 10-hour day; no overtime.

One pile-driver engineer at \$150 per month for all services rendered; 10-hour day; no overtime.  
 One locomotive watchman at \$112 per month for all services rendered; no overtime.  
 Bridgemen, \$5 per day of 10 hours; pro rata time after 10 hours.  
 Bridgemen helpers, \$4 per day of 10 hours; pro rata time after 10 hours.  
 One cook at \$65 per month for all services rendered.

## B. AND B. GANGS.

One foreman at \$185 per month for all services rendered; 10-hour day; no overtime.  
 One assistant foreman at \$5.50 per day of 10 hours; pro rata time after 10 hours.  
 Bridgemen, \$5 per day of 10 hours; pro rata time after 10 hours.  
 Bridgemen helpers, \$4 per day of 10 hours; pro rata time after 10 hours.  
 Laborers, \$3 per day of 10 hours; pro rata time after 10 hours.  
 One cook at \$65 per month for all services rendered.  
 Special: Tyler yard gang allowed two (a) assistant foremen at above rate.

## PAINT GANG.

One foreman at \$185 per month for all services rendered; 10-hour day; no overtime.  
 Painters, \$5 per day of 10 hours; pro rata time after 10 hours.  
 Painters' helpers at \$4 per day of 10 hours; pro rata time after 10 hours.

## HOUSE GANGS.

One foreman at \$185 per month for all services rendered; 10-hour day; no overtime.  
 Carpenters at \$5 per day of 10 hours; pro rata time after 10 hours.  
 Carpenters' helpers at \$4 per day of 10 hours; pro rata time after 10 hours.

## TINNER.

One tinner at \$185 per month for all services rendered.

On February 10, 1921, the maintenance of way organization filed an application setting out the above order and requested the Labor Board to proceed pursuant to section 313 of the Transportation Act, 1920.

On March 25, 1921, this Board adopted the following resolution of which the chief executive of the carrier was advised by telegraph:

Whereas this Board having reason to believe that Decision No. 2 of this Board has been violated by the St. Louis-Southwestern Railway in that the said carrier on or about November 23, 1920, and on other dates, directed that the following rates of pay be put in effect.

The resolution then recites the carrier's order of December 1, 1920, quoted above, and continues:  
 and in other respects; in violation of Article III of said decision:

*Resolved*, That, pursuant to section 313, Transportation Act, 1920, notice be given to the chief executives of the St. Louis Southwestern Railway and to the organizations of employees directly interested in such orders of the said carrier of a hearing to determine whether in the opinion of the Board a violation of the decision of this Board has occurred.

The Board sets March 31, 1921, as the date of the hearing.

On March 31, accordingly, the St. Louis Southwestern Railway Co. appeared by its general solicitor and general manager and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers by its vice president. Evidence was submitted which establishes that:

(1) The order quoted above was issued by the carrier and is now being applied.

(2) No conferences were held or sought with the representatives of the complaining organization prior to putting said order into effect.

From the statement of the carrier's manager it appeared that with regard to all the positions named in the Labor Board's resolution of March 25, 1921, the carrier had on or about December 1, 1920, "abolished" said positions beginning with "pumpers," had then asked for "bids" for the performance of the work of pumpers and had also accepted "bids" for such performance from some party bidding, and that similar action had been taken with regard to bridge watchmen.

The general manager states that with regard to the bridge and building department, it was found necessary in the fall of 1920 "to completely abolish" that department.

When these men were reemployed they were employed on individual contracts \* \* \* executed by the men and the company for each job in the bridge and building department.

The pile-driver gang foreman's rate was not changed, but this position was put on a monthly instead of a daily basis; assistant foremen, pile-driver engineers, locomotive watchmen, and bridgemen, bridge-man helpers, cooks, and the same positions in the bridge and building department were handled in like manner.

Similar action was taken as to paint gang foremen, but no action was taken as to painters except laying off the incumbents.

The general manager stated that this carrier had no painters' helpers, house gangs, house gang carpenters, house gang carpenters' helpers, but had two tinner, one whose rate had not been changed and one with whom the carrier had made an individual contract.

In explanation of the fact that no conference had been held or sought with representatives of the complaining organization, the general manager stated that this organization was not actually recognized during Federal control in the Southwest and particularly on the Cotton Belt Railroad (Transcript of Proceedings, March 31, 1921, p. 32); that the Railroad Administration's ruling with respect to this organization had been applied in very small degree; that this carrier had never recognized the complaining organization.

It was maintained by the general manager that the carrier's conduct was consistent with the Transportation Act, 1920, and with Decision No. 2 of the Labor Board.

It further appeared at the hearing that in addition to the positions named in the resolution of March 25, 1921, similar action had been taken with regard to section foremen, and that track labor had been reduced from 41 $\frac{3}{4}$  cents per hour to from 25 to 33 cents in various territories, depending on the current wage for common labor.

*Opinion.*—This carrier was operated by the Director General of Railroads prior to March 1, 1920. On November 22, 1919, the Director General, for the railroads under Federal operation, including this carrier, entered into an agreement with the employees thereon represented by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers. The agreement went into effect December 16, 1919. From December 16, 1919, to March 1, 1920, this agreement determined the rights and obligations of the em-

ployees of this carrier within its scope, including all those employees occupying the positions named in the resolution of March 25, 1921, also track foremen and track laborers.

As stated above, this carrier was a party to the conference of March 10 to April 1, 1920. The subject matter of dispute therein was what should constitute reasonable wages and working conditions on the carriers parties thereto, including this carrier. This carrier joined in the reference to the Labor Board, presented evidence to this Board, and was bound to obey its decision both as to rules and wages. As shown above, this carrier has altered the rate of wages of the positions specified in the resolution from the rates in Article II of Decision No. 2, found by the Labor Board to be just and reasonable.

But it is urged by the carrier that the said positions have been abolished, that they no longer exist, that the work formerly attached to such positions is being performed by contract in the form of bids and acceptances, and that, therefore, there has been no violation of Decision No. 2 in this regard.

It is necessary to examine and analyze this position.

Under Title III, Transportation Act, 1920, it is the duty of the Labor Board, after failure of conference between the parties, to decide disputes between carriers and their employees. The Board did decide such a dispute between the complainant organization and the carrier in Decision No. 2. It decided that the wages established by Article III of the said decision constituted reasonable wages for the positions specified in the resolution quoted above. But it is urged by the carrier that it has abolished these positions, that they no longer exist, that the work formerly done by the incumbents of such positions is now being done by contract, and that the persons performing said work are not employees but contractors.

It is not believed that any long legal disquisition is necessary to demonstrate the fallacy of this device to evade the obligations of Title III of the Transportation Act and of Decision No. 2 of the Labor Board. All employees of carriers are contractors. There is in every case a contract imposing an obligation of service on the one side and of compensation on the other. Nor are the persons performing the duties of the positions specified in the resolution any the less employees of the carrier because bids may have been taken and the contract awarded to the lowest bidder. The question whether the persons performing the duties formerly attached to the specified positions are employees of the carriers or not employees is to be determined by the character of their duties and not by the form of contract employed. It appears that the positions and occupations named in the resolution, except cooks, have been long established in the railroad service, that the duties attached to them are duties which must be regularly performed year in and year out, and that such performance is necessary in order that the carrier may perform its duties to the public. These positions in general inhere in the service of a common carrier and are necessary to that service. This carrier considered them necessary, for after the abolition it reestablished them by individual and special contracts.

It is found by the Labor Board accordingly that the persons performing the duties formerly allotted to the positions named in the resolution, or substantially such duties, are in fact the employees of

the carrier, that the pretended abolition of such positions was not in good faith, but was a device to evade the obligations of Decision No. 2 of this Board. Such a device can not and will not be allowed to prevail. It can easily be seen that if a carrier may evade the decision of the Labor Board by abolishing a position and reestablishing it, as in this case, there is an end to any obligation to obey a decision of the Labor Board as to wages if the carrier is willing to employ this subterfuge.

As to track foremen and track laborers there seems to have been not even the "abolition" of the positions to mask the attempt at evasion. With regard to these positions this carrier has very simply and directly violated Decision No. 2 and the plain provision of the Transportation Act. (*United Brotherhood Maintenance of Way Employees and Railway Shop Laborers et al. v. Erie Railroad Co.*, Decision No. 91.)

But it is urged that the compensation paid the carrier's "contractors" was arrived at by agreement and that such an agreement is within the authority set out in Decision No. 2, that changes might be made by agreement. This position is untenable.

The agreement between the Director General of Railroads and employees represented by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, which sets forth the working conditions and rates of pay (to which the increases provided by Decision No. 2 were added), provides:

This schedule of hours of service and working conditions takes effect December 16, 1919, and, except as otherwise herein provided, there will be no change in it during Federal operation until after 30 days' notice has been given in writing by either party to the other. (Par. M, Article VI.)

The obligation of giving 30 days' notice was, of course extended by Decision No. 2 with the other obligations. There is no provision otherwise in the contract which could affect the obligation to give 30 days' notice. It was the duty of this carrier to give the 30 days' notice and ask for a conference, if it desired to change any obligations thereof. (See announcement of February 10, 1921, in re Request of Association of Railway Executives.)

*Decision.*—For the reasons stated the Labor Board finds that the St. Louis Southwestern Railroad Co. has violated Decision No. 2 in the respect stated in the resolution quoted above, and in other respects with regard to section foremen and track laborers.

It is the decision of the Labor Board that this carrier restore the said positions and the pay, duties, and obligations of said positions to what they were on July 20, 1920, as established by this Board's Decision No. 2; and it is further decided that the persons serving in said positions just prior to the effective date of the order of the carrier quoted above be reinstated therein if they so desire, and that each such person so reinstated receive pay equal to what he would have received, if occupying such position, at the rate provided by Decision No. 2 from the date removed or reduced in pay to the date of reinstatement, less what any such person may have earned by personal service in the meantime.

If the carrier shall make it appear to the Board that this decision requires the reinstatement of employees in excess of the requirements of the service, this decision will be modified accordingly.

## DECISION NO. 121.—DOCKET 142.

*Chicago, Ill., April 15, 1921.*

Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Railroad Trainmen; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; Order of Railway Conductors; American Train Dispatchers Association; Railway Employees' Department, A. F. of L.; International Association of Machinists; Amalgamated Sheet Metal Workers' International Alliance; Brotherhood Railway Carmen of America; International Brotherhood of Electrical Workers; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Order of Railroad Telegraphers; United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Receiver, Atlanta, Birmingham & Atlantic Railway Co.

*Nature of the proceedings.*—This is a proceeding and determination under section 313 of the Transportation Act, 1920, whereby the Railroad Labor Board is authorized, in case it has reason to believe its decision has been violated by any carrier, to determine, after due notice and hearing to all persons interested, whether in its opinion such violation has occurred and to make public its decision as to such alleged violation in such manner as it may deem appropriate.

*History of the controversy.*—On July 20, 1920, the Labor Board rendered its decision (Decision No. 2) as to what constituted just and reasonable wages for the employees of carriers parties to the dispute, reserving for later determination that portion of the dispute which related to rules and working conditions. The dispute had been considered in conference extending from March 10 to April 1, 1920. This conference had failed to agree, and the parties thereupon referred the dispute to this Board for decision, pursuant to section 301 of the Transportation Act, 1920. The Atlanta, Birmingham & Atlantic Railway Co. participated in this conference by its duly authorized representative and joined in the reference. Its duly authorized representative participated in the hearings before the Labor Board and presented evidence tending to show what wages were just and reasonable as to the Atlanta, Birmingham & Atlantic Railway Co. and its employees. This carrier accepted the decision and, up to and including the month of January, 1921, paid to its employees the wages determined by the Labor Board to be just and reasonable.

Decision No. 89 (Docket 142) of the Labor Board sets out the further history of this matter to its date, February 21, 1921. The relevant portions of that decision follow:

On December 29, 1920, the carrier served substantially the following notice of termination on the representatives of the organizations parties to the present dispute:

"You are hereby notified, in accordance with the provisions of a certain agreement entered into by and between the United States Railroad Administration having control of the Atlanta, Birmingham & Atlantic Railroad and the employees thereon represented by your organizations requiring 30 days' notice in writing to change the agreement, that on account of present conditions, the rates of pay for all employees of the Atlanta, Birmingham and Atlantic Railway Co. covered by said agreements now in effect will, on and after February 1, 1921, be reduced by one-half of the sum of all increases effective since December 31, 1917. In all other respects the agreement will remain unchanged."

On December 29, 1920, a conference was had between the officers of the carrier and the general committees representing the organizations so notified,

at which conference the said officers presented evidence to the chairmen tending to show that the carrier was financially unable to pay the rates of wages determined to be just and reasonable by Decision No. 2 of this Board. Further time for consideration of the acceptance of the wages offered was given the representatives of the organizations.

On January 10, 1921, a further conference took place at which the representatives of the said organizations notified the carrier that these organizations refused to accept the wages offered and requested that the carrier refer the controversy to this Board for decision, continuing to pay the rates of wages provided for in Decision No. 2 until this Board should render its decision on the dispute.

In reply to to this demand the carrier took the following position:

"Our reply to your contention that the railway company should appeal to the United States Railroad Labor Board for a reduction of wages and, pending action on such appeal, should continue to pay the present scale of wages is as follows: The only ground upon which a wage reduction of one-half of the sum of all increases effective since December 31, 1917, is based is the failure of the road to earn the money with which to pay the wages. We have failed to make our operating expenses every month since the termination of the Federal guaranty. \* \* \* This condition creates a situation so serious in the financial affairs of the company as to make it of compelling necessity that the proposed reduction shall become effective in accordance with the notices already given, namely, February 1, 1921."

On January 11, 1921, further conference was had at which the carrier expressed a willingness to refer the controversy to this Board, but insisted that the wage reduction should go into effect on February 1.

On January 6, 1921, this Board received a request from the representatives of the organizations concerned that this board intervene for the purpose of requiring the carrier to hold in abeyance the reduction of wages pending further hearing and decision by this Board.

On January 14, 1921, the carrier placed before the Board transcript of proceedings of the conferences on January 10 and 11, 1921.

On January 19, 1921, the organizations parties to the dispute again requested that this Board intervene and that it direct the carrier to recall its notice of reduction of wages, pending the decision of the Board.

On January 21, 1921, the Board notified the parties that it had taken jurisdiction of the dispute.

On January 25, 1921, this Board heard the representatives of the parties, at which hearing the carrier presented evidence tending to show its financial inability to pay the wages decided by this Board in Decision No. 2 to be just and reasonable. No claim was made by the carrier at said hearing that said wages were unjust or unreasonable except in so far as the carrier's financial condition might affect their justness and reasonableness.

On January 27, 1921, this Board passed a resolution providing in part:

"That no change of any kind in the rates of pay of this carrier shall be made except by agreement between the parties until the dispute is heard and opportunity given for the Board to decide."

February 10, 1921, was set as the date for the presentation of such further evidence and argument as the parties desired to offer. The resolution also suggested further conference between the parties and that effort be made on their part to agree on a settlement.

On receiving notice of this resolution, the carrier rescinded its order providing for reduction of pay effective February 1.

On February 1, accordingly, a further conference was had between the officers of the carrier and the representatives of the employees. At this conference the carrier again presented evidence tending to show financial inability to pay the wages provided by Decision No. 2. The carrier did not contend at this conference that wages set by Decision No. 2 were not just and reasonable except in so far as the financial condition of the carrier might affect their justness and reasonableness.

On February 10, 1921, the hearing before this Board continued at which hearing the carrier presented evidence tending to show the financial inability of this carrier to pay the wages decided to be just and reasonable by this Board in Decision No. 2. Evidence was also submitted of the value to the community served of the service of this carrier.

It appears from the record (Transcript of Proceedings, February 10, 1921, pp. 528 and 529) that the carrier did not set up as a ground for the proposed reduction any reduction in the cost of living.

On February 10 a member of the Board asked for information relating to the cost of living in February, 1921, and in comparison with May 1, 1920, and August 1, 1920, and for other information.

On February 14, 1921, the hearing proceeded, and at this hearing, for the first time, the carrier made claim that the cost of living in the section served by this carrier had materially declined since July 20, 1920, the date of Decision No. 2 of this Board, and submitted evidence collected between February 10 and February 14 tending to show a reduction in living costs. At this hearing the carrier contended, for the first time, that the wages fixed by Decision No. 2 were not just and reasonable for a reason other than its alleged financial ability to pay such wages.

*Decision.*—In view of the fact that the record clearly shows that no conference has been had between the parties with reference to the justness or reasonableness of the wages fixed by Decision No. 2 of this Board, the Board does not deem it necessary to decide to what extent, if at all, a carrier's financial condition is a factor in the determination of just and reasonable wages to be paid by such carrier.

In the judgment of this Board the conferences heretofore held do not constitute a compliance with section 301 of the Transportation Act, for the reason that no conference has been had between the parties with reference to the justness and reasonableness of the present wages.

It is the decision of this Board that it is without jurisdiction to determine the present dispute until section 301 has been complied with by conference of the parties, the subject matter of which conference shall be whether the present wages are just and reasonable.

The Board further decides that further consideration of this dispute be deferred until it shall be made to appear that the parties have conferred and disagreed on the question of whether present wages are just and reasonable, based on the relevant circumstances as required by the Transportation Act, 1920, or until parties have refused to enter into conference on the said question.

On March 12, 1921, the Labor Board adopted the following resolution:

Whereas, by Decision No. 2, July 20, 1920, this Board determined what wages should constitute just and reasonable wages for the employees of carriers parties to said decision; and

Whereas, the Atlanta, Birmingham & Atlantic Railroad Co. was a party to said decision; and

Whereas, it is and has been the legal duty of the said carrier to pay the wages therein decided to be just and reasonable until other rates of wages are agreed upon by the carrier and by duly authorized representatives of the employees concerned, or until conference has been sought and denied, or it has not been possible to agree in conference as to what wages shall constitute just and reasonable wages and the dispute has been referred to this Board for decision and decision rendered; and

Whereas, it is the legal duty of the organizations parties to Decisions No. 2 and of their membership, employees of the said carrier, to exert every reasonable effort and adopt every available means to avoid any interruption to the operation of this carrier growing out of any dispute between the carrier and the said employees, and it is also the duty of such organizations and their members to confer with the representative of the carrier and if any dispute is not decided in such conference it is the duty of the said organizations to refer the dispute to this Board and pending such reference to, hearing, and decision by this Board to exert every reasonable effort and adopt every available means to avoid any interruption to the operation of the said carrier growing out of such dispute; and

Whereas, this Board having reason to believe that this said Decision No. 2 has been violated by the receiver of the said Atlanta, Birmingham & Atlantic Railroad and by the organizations named herein, in the following respects, to wit:

By the said receiver—

(1) That effective March 1, 1921, the receiver has reduced the wages of trackmen and other common or unskilled labor determined to be just and

reasonable by Decision No. 2 to such wages as may be made necessary by the conditions prevailing in the various communities of the said carrier in which it is necessary to employ such common or unskilled labor.

(2) By reducing the wages found to be just and reasonable as to other classes of employees to the wages and salaries prevailing on December 31, 1917, plus one-half the increases effective since December 31, 1917.

By the said organizations of employees—

(1) In authorizing and directing the cessation of work in concert by membership of the said organizations on or about March 1, 1921, without reference to this Board of the dispute: Therefore be it

*Resolved by the United States Railroad Labor Board*, That 2 p. m., Monday, March 21, 1921, be set as the date of hearing to determine whether, in the opinion of this Board, such violation of Decision No. 2 has occurred:

*Resolved, further*, That the secretary notify the said receiver and the chief executives of the organizations named of the date of the hearing and furnish each of them with a copy of this resolution.

Accordingly, on March 21, 1920, the organizations appeared by a representative. The receiver filed a written answer to the resolution.

From this answer and from the statements of employees' representative, the following facts appear:

On February 25, 1921, a creditor of the carrier filed its petition in the District Court of the United States, Northern District of Georgia, Northern Division, praying that the court appoint a receiver for the property. The court on the same day granted the prayer and, the president of the company having resigned, appointed him receiver of the property.

On February 28, 1921, the receiver promulgated the following circular:

CIRCULAR NO. 3.

Effective March 1, 1921, the salaries and wages of all officers and employees of the receiver are fixed, until otherwise ordered, in accordance with the following order of the court:

"Ordered on the foregoing petition of the receiver, and the answer of the defendant and the complainant, that B. L. Bugg, the receiver, be and he is hereby authorized to pay for common or unskilled labor such wages as may be made necessary by the conditions prevailing in the various communities in which it is necessary to employ such common or unskilled labor; and that as to all other employees he is authorized to pay the wages and salaries prevailing on December 31, 1917, plus one-half the increases effective since December 31, 1917.

"It is further ordered that any employee or employees will be permitted to be heard at any time hereafter on the question of wages and salaries paid by the receiver or on the terms of this order, on proper application to the court and notice to all parties concerned.

"This February 28th, 1921.

"(Signed)

SAMUEL H. SIBLEY,

"U. S. Judge."

The representative of the employees then requested a conference with the receiver. On March 1 a conference was held. It is stated by the employees (Transcript of Proceedings, March 21, 1921, p. 1014), and not denied by the receiver, that at this conference the employees requested that the matter of wages be discussed in conference in compliance with section 301 of the Transportation Act with a view to arriving at an agreement and, in case of failure to agree, that the question be submitted to the Railroad Labor Board for its determination. It is then stated that the receiver refused to comply with this request and that all previous negotiations were terminated.

It appears that on January 28, 1921, at the time notice was issued of a reduction of wages effective February 1, a ballot had been submitted to the employees empowering a committee to "withdraw the employees from the service" in the event that no terms satisfactory to the committee could be secured. By vote this committee was thus empowered. It exercised this authority on March 5 and on that day the membership of the organizations parties hereto left the service of the carrier.

The question to be determined herein is whether the carrier or the organizations parties hereto or any of them have violated Decision No. 2 of the Labor Board, and, if so, in what particular.

There is no doubt that the circular effective March 1, 1921, quoted above, put rates of wages in effect different from and substantially less than those determined to be just and reasonable by this Board in Decision No. 2.

The receiver, however, sets up several defenses against the charge of violation:

(1) No order has been passed by the Labor Board determining what should constitute just and reasonable wages for this receiver's employees. Respondent did not become a carrier until his appointment as receiver on February 25, 1921. He was not a party to Decision No. 2, July 20, 1920, and consequently is not bound thereby.

(2) In fixing the wages of his employees, respondent was acting under authority of the United States District Court, from which he received his appointment as receiver, and of which he is an officer. (Transcript of Proceedings, March 21, 1921, p. 999.)

(3) That the Labor Board had decided on February 21, 1921, that it was without jurisdiction.

(4) That the decision of the Labor Board on February 21, 1921, holding that it was without jurisdiction until section 301 had been complied with by a conference of which the subject matter should be whether the present wages are just and reasonable, amounted to a ruling that the Labor Board is without jurisdiction to consider the financial ability of the carrier to pay. It is then urged that if the Transportation Act confers upon the Labor Board the right to fix wages for a carrier that is not earning operating expenses without requiring the Board to consider the financial ability of the carrier to pay and thereby to fix wages in excess of the ability of the carrier to earn the money with which to pay such wages, the said act is repugnant to the fifth amendment of the Federal Constitution in that it deprives a carrier of its property without due process of law and is therefore void; and, further, that any decision which requires a carrier to pay wages that it can not earn is void.

(5) The Atlanta, Birmingham & Atlantic Railway Co. was not a party to Decision No. 2 because no conference had been held between representatives of that carrier and of its employees with reference to the reasonableness and justness of the wages then in effect.

(6) If the Labor Board was without jurisdiction to determine just and reasonable wages, "as determined by Decision No. 89," then the court had the right to fix them.

(7) It is urged that the Atlanta, Birmingham & Atlantic Railway Co. was not a party to Decision No. 2 because of not having been served with a notice to appear at the hearings and because of not having been represented at said hearings by any authorized representative.

The position of the receiver has had careful consideration. The points are discussed in detail below.

First, is this receiver, appointed February 25, 1921, bound by Decision No. 2 of July 20, 1920?

Assuming that the Atlanta, Birmingham & Atlantic Railway Co. was a party to Decision No. 2, it is believed to be clear that this receiver is also bound. The appointment of a receiver does not alter the status of a property. It affects remedies and does not change the

rights or obligations of the carriers. Among the obligations resting on a carrier is to carry goods and passengers at the rates approved by the Interstate Commerce Commission; to pay the engine and train service employees according to the basis of pay set by the Adamson Act; and to conduct transportation pursuant to the hours of service act and numerous other Federal acts enacted by Congress for the regulation of carriers. The appointment of a receiver by a Federal court does not and can not warrant the operation of the property by him free of these obligations.

It is not believed that the duty to obey a decision of the Labor Board upon a dispute duly submitted is any less an obligation upon the receiver than that duty to charge only the rates authorized by the Interstate Commerce Commission.

But it is urged that the act of the receiver in reducing wages was authorized by the district judge.

In the opinion of the Labor Board, and with all respect to the learned judge who approved the order, the said order was beyond the jurisdiction of the district court. Under Title III of the Transportation Act, 1920, sections 301 and 307, the duty of determining just and reasonable wages upon a dispute duly referred is imposed upon the Labor Board. The order of the court was in no sense a review of this Board's decision.

A hearing was ordered by the court on the question of wages and set for March 26, 1921. Notice was given that all employees or any of them who wished to be heard would be given a hearing at that time as to what wages the receiver should pay. Accordingly, the hearing took place and an order was issued in the hearing, a portion of which follows:

No question touching the action or jurisdiction of the Labor Board has been raised in or passed on by this court. The departments of the Government will act in harmony to carry out the functions assigned them by law. If the powers of the Labor Board are invoked, their jurisdiction of the present aspect of this controversy will naturally be in the first instance for their determination. Whether any conclusion reached by them can or should be enforced by this court will then be for decision here. No more specific instructions are deemed necessary at this time.

From this it appears that the hearing of March 26 was not a judicial review of Decision No. 2 of this Board.

It appears that upon this hearing it was decided:

Upon the question of wages to be paid from this date, the standard set by the Labor Board is to be taken as presumptively correct and to be disturbed only so far as the condition of the railroad demands. The evidence shows that the facts originally reported by the receiver are true and that the deficit has been greater and the business more embarrassed in the period since January. The question now is whether the wage scale established on February 28 can be continued without destruction of the property. It is thought, however, that in view of the possibility of improving conditions and because expenses are somewhat limited by reduced service, that the wage scale then established should be continued if possible, and it will be so ordered.

The effect of these orders was to authorize rates of pay different from and less than those decided to be just and reasonable by the Labor Board. The court has in effect set aside Decision No. 2 so far as it applied to this carrier without proceeding in the manner provided by law for judicial review of the findings of administrative

tribunals. This Board has no notice of the hearing of February 26 or March 26 and was not there represented or heard.

It is believed, accordingly, that the first and second defenses of the receiver are insufficient.

The receiver urges that the Labor Board had decided on February 21 that it was without jurisdiction. A reading of this decision makes manifest the fragility of this contention. That jurisdiction was retained plainly appears by the final paragraph of the decision:

The Board further decides that further consideration of this dispute be deferred until it shall be made to appear that the parties have conferred and disagreed on the question of whether present wages are just and reasonable, based on the relevant circumstances as required by the Transportation Act, 1920, or until parties have refused to enter into conference on the said question.

The Labor Board found that section 301 had not been complied with, and it required the parties to comply therewith as was its duty under the law.

The fourth contention of the receiver is unsound. It is difficult to see how a requirement that the conference should be on the justness and reasonableness of the then wages could amount to a taking of the carrier's property without due process. It was contemplated that the parties might agree at least in part if they so conferred. It appeared that all prior conferences concerned themselves only with the ability of the carrier to pay, which is certainly not the only factor to be considered. The Transportation Act, section 307, names seven factors without naming this one. If the conference had decided nothing, the dispute could have been referred to this Board for decision pursuant to law, and if the receiver had paid the wages according to Decision No. 2 for the brief period necessary for this Board to consider and decide the matter it is very probable that the property would have been less reduced than by the course adopted. Furthermore, by this procedure the law would have been complied with.

It is next maintained that the Atlanta, Birmingham & Atlantic Railway Co. was not a party to Decision No. 2 because, as alleged, no conference had been held between representatives of that carrier and the employees with reference to the justness and reasonableness of the wages put in effect.

It appears, nevertheless, that the said carrier was represented in the conference in Washington, March 10 to April 1, 1920, as were its employees, and that the subject matter of that conference, among others, was the justness and reasonableness of the then wages.

It is also believed that, as this carrier was a party to the said conference which was referred to this Board by its representative and was represented at the hearing, the omission to serve a notice to appear on it can not affect the obligations of this carrier under the decision.

It is believed to be important to state again that in the opinion of this Board Title III requires that in conferences on wage disputes the question should be what shall constitute just and reasonable wages. Throughout the conferences between the carrier and its employees in this case the sole question discussed was the in-

ability of the carrier to pay. On December 31, 1920, the president of the road stated to the employees in conference:

The only ground upon which a wage reduction of one-half of the sum of all increases effective since December 31, 1917, is based, is the failure of the road to earn the money with which to pay the wages.

At hearing before the Labor Board on January 25, 1921, he again said:

We have not raised any other question; we have no other question to make; we have no grounds for desiring to make reduction except the absolute inability of the company to find the money to pay these wages.

Not until February 14 did the representatives of the carrier claim that the wages were not just and reasonable. Then for the first time did the carrier maintain that a decline had taken place in the cost of living. This claim laid the foundation for the valid dispute, over which the Board could take jurisdiction provided an attempt had first been made to settle the differences in conference. Such a conference the Labor Board in Decision 89 directed the parties to hold. The employees endeavored to comply with the direction; the receiver refused, immediately putting into effect the wage reduction. This action on the part of the receiver the Labor Board regards as a violation of Decision No. 2.

The Labor Board finds also that the receiver in reducing wages by authority of the court instead of referring the dispute to the Board has proceeded contrary to the letter and spirit of the Transportation Act.

The Board believes that the exigencies of the case, and a misunderstanding of Decision No. 89, led the court into an error in assuming jurisdiction and authorizing the receiver to reduce wages instead of directing the receiver to comply with Decision No. 89.

The action of the court is regrettable since it has resulted in a strike, injurious alike to the Atlanta, Birmingham & Atlantic Railway Co., its employees, and the region served by it, in which situation the Labor Board is powerless to act effectively so long as the court differs from the Labor Board in its interpretation of the Transportation Act, 1920.

Assuming the correctness of the Labor Board's conclusion, that the receiver was subject to the Board's jurisdiction and that he violated the Transportation Act in reducing wages, there remains the question whether the petitioners also violated the act.

While the Labor Board appreciates the provocation to which the employees were subjected by reason of the receiver's action, nevertheless, the Board can not condone what in itself was a wrongful act on the part of the employees. It was their duty, on learning that the receiver would not join in referring the dispute to the Labor Board but insisted in putting the wage order into effect, to themselves refer the wage dispute to this Board.

The complication resulting from the strike and the replacement of former employees by others now working at a reduced rate are such that the Labor Board believes there is nothing to be gained at the moment by requesting the court to recall its order of February 28 and to direct a reinstatement of the former employees. It does, however, request that the court direct the receiver to confer with the peti-

tioners upon the question as to what constitutes a just and reasonable wage for the employees on the railroad, taking into consideration all factors set forth in section 307 of the Transportation Act, 1920, and upon other questions involved, and in case of disagreement to submit the dispute to this Board for decision.

The Labor Board also requests the petitioners to attempt again to confer with the receiver regarding the justness and reasonableness of the wages and in case of failure to agree to submit the dispute to this Board for decision.

However, as the United States District Court of the Northern District of Georgia, Northern Division, is exercising jurisdiction in regard to the matter of wages for the employees, it is decided by the Labor Board that in order to prevent a conflict in jurisdiction, it will take no further action in the matter until the court shall approve or deny this Board's requests herein.

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DECISION NO. 122.—DOCKET 97.

*Chicago, Ill., April 30, 1921.*

**American Train Dispatchers Association v. Southern Railway System.**

*Question.*—Shall Dispatchers E. D. Nelson, N. J. Enoch, and J. W. Moss be paid for time lost during the months of February, March, and July, 1920, account sickness?

*Statement.*—The rule in effect governing pay for time lost by dispatchers on account of sickness is as follows:

Chief, assistant chief, regular trick, and regular relief dispatchers will be extended the same treatment as is the practice on each road to accord other division officers for loss of time on account of sickness.

The employees contend that it has been the practice of the carrier in question to pay division officers for time lost on account of sickness, and, therefore, in accordance with the rule above quoted, the dispatchers in question should be extended the same treatment. The carrier contends that it has not been the practice to pay division officers for time lost on account of sickness when it has been necessary to employ some one in their places.

*Decision.*—The evidence before the Labor Board shows that it is not the general practice of the carrier in question to pay division officers for time lost account of sickness where it has been necessary to employ some one in their places; but that it is the practice for the carrier to give consideration to the circumstances in each case, and, if such circumstances warrant, the officer is paid for the period of his absence.

Since the dispatchers involved in this dispute have been accorded the same treatment as it is the practice to accord other division officers of the carrier in question, for loss of time on account of sickness, the claim of the employees is denied.

## DECISION NO. 123.—DOCKET 147.

*Chicago, Ill., April 30, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Terminal Railroad Association of St. Louis.**

*Question.*—Request for increase in rate of pay of baggage and mail porters at Union Station, St. Louis, Mo.

*Statement.*—The rates in effect for baggage and mail porters at St. Louis Union Station at the termination of Federal control were 43 cents per hour. Effective April 1, 1920, an increase of 17 cents per hour was granted by the carrier, establishing a rate of 60 cents per hour. Decision No. 2 and Interpretation No. 2 thereof added to the rates in effect at the termination of Federal control 13 cents per hour for the class of employees involved in this dispute, thus establishing a rate of 56 cents per hour. The rate of 60 cents per hour established by the carrier, effective April 1, 1920, was thereupon continued in effect. The employees state that the rate in effect for the same class of work at certain other larger terminals is 64 cents per hour, and that the conditions of employment at St. Louis fully justify the payment of the same rate at that point.

*Decision.*—The request of the employees is denied.

## DECISION NO. 124.—DOCKET 148.

*Chicago, Ill., April 30, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Cleveland, Cincinnati, Chicago & St. Louis Railway Co.**

*Question.*—Dispute in connection with bulletined positions not awarded to employee holding seniority.

*Statement.*—On September 1, 1920, the rate of pay of the position of voucher clerk (with several other positions in the office of the auditor of freight overcharge claims of the Cleveland, Cincinnati, Chicago and St. Louis Railway Co.) was increased, thereby creating a new position as provided in rule No. 17 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. The position was bulletined in accordance with rule No. 12 of the clerks' national agreement, and two employees—namely, Mr. Harry Appiarius and Mr. A. F. Siefert, filed application for assignment to the position. Mr. Appiarius was the senior employee, but his application for the position was denied on the ground that he lacked sufficient fitness and ability, and the position was awarded to Mr. Siefert.

At the hearing on February 28 it was stated by the representative of the carrier that the fact that Mr. Siefert had held the position for several months and had shown especial fitness by reason of such experience would to some extent justify refusing the application of Mr. Appiarius, although he might have had sufficient fitness and ability to qualify for a trial as provided for in rule No. 10 of the clerks' national agreement.

Rule No. 6 of the clerks' national agreement reads as follows:

Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I, of this agreement.

NOTE.—The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy" where two or more employees have adequate "fitness and ability."

*Decision.*—The Labor Board decides on the evidence before it, and in view of the fact that Mr. Appiarius bid for another position of equal importance and responsibility and was assigned to and qualified thereon, that it is evident he did have sufficient fitness and ability to have justified a 30-day trial on position of voucher clerk and should have been given an opportunity to qualify in accordance with rule No. 6 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

However, inasmuch as Mr. Appiarius is now filling a position of equal remuneration, importance and responsibility, and without prejudice to his future advancement, it would not be conducive to efficient and economical operation of the office to make a change at this time.

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#### DECISION NO. 125.—DOCKET 149.

*Chicago, Ill., April 30, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System.**

*Question.*—Are employees engaged in handling rail, lumber, scrap, etc., under the supervision of foremen around the storehouses of the El Paso & Southwestern System entitled to increase of 12 cents per hour under section 7, Article II of Decision No. 2, or an increase of 8½ cents per hour under section 9, Article II of Decision No. 2 of the Labor Board?

*Statement.*—There are employed in the store department of the El Paso & Southwestern System about 40 employees, classified as laborers, who handle rail, lumber, scrap, etc., around the storehouse building and in yards adjacent thereto under the supervision of foremen. The rates of the employees in question were increased 8½ cents per hour in accordance with section 9, Article II of Decision No. 2.

The employees contend that the increase of 8½ cents per hour provided in section 9, Article II of Decision No. 2 was intended to apply only to common laborers in and around stations, warehouses, and storehouses whose duties are so varied in character as not to be readily defined in the award, and that the increase of 12 cents per hour should apply to all employees in the store department.

The carrier states that the men used in the storehouse as truckers, etc., were increased 12 cents per hour in accordance with section 7, Article II of Decision No. 2; and contends that outside

common laborers, who handle rail, lumber, scrap, etc., under the supervision of foremen or subforemen, are only entitled to an increase of 8½ cents under section 9, Article II of Decision No. 2.

*Decision.*—The Labor Board decides that the employees in question engaged in handling rail, lumber, scrap, etc., around the storehouses and yards adjacent thereto, of the carrier in question, under the supervision of foremen or subforemen, are not station, platform, storeroom, freight handlers or truckers, or others similarly employed, within the intent of section 7, Article II of Decision No. 2.

Position of carrier is therefore sustained.

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DECISION NO. 126.—DOCKET 164.

*Chicago, Ill., April 30, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Midland Valley Railroad Co.**

*Question.*—Reinstatement of Mrs. Ivan Warren, abstract clerk in the office of the auditor, Muskogee, Okla., dismissed account of alleged tardiness and excessive absence from duty.

*Statement.*—Mrs. Warren entered the service of the Midland Valley Railroad Co. on November 19, 1918, and on June 19, 1920, was dismissed on account of frequent tardiness, excessive absence from duty, and alleged failure to render satisfactory service. It is shown by the carrier, and not denied by the employees, that Mrs. Warren was tardy 99 times and absent 62½ days during a period of 12 months. The employees contend that her dismissal resulted from her request for an adjustment in salary, which is denied by the carrier, who states that the request for adjustment in salary resulted in inquiry by the auditor which developed the knowledge of her tardiness and absence. While the charges regarding tardiness and absence from duty are not denied by the employees, it is claimed that the tardiness was with the knowledge of and countenanced by the chief clerk in charge of the office, and that the absence was very largely due to illness.

It developed in the hearings held by the parties to this dispute that 29½ days of the time absent account of illness were authorized by the carrier's physician, and that Mrs. Warren did make report to the chief clerk on some of the occasions she was tardy.

*Decision.*—The Labor Board decides that the tardiness and absence from duty by employee in question was excessive. Request for reinstatement with pay for time lost is therefore denied.

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DECISION NO. 127.—DOCKET 165.

*Chicago, Ill., April 30, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Reassignment of work and readjustment of rates of pay of positions of balance-sheet checkers in the regional accounting department, Chattanooga, Tenn.

*Statement.*—In the regional accounting department of the American Railway Express Co., Chattanooga, Tenn., there were, prior to July 16, 1920, 14 positions designated as balance-sheet checkers at rate of \$110 per month. On or about July 16, 1920, the duties connected with the positions were reassigned and there were created 4 new positions at rate of \$125 per month, and 11 new positions at rate of \$100 per month, which were bulletined in accordance with rule 10 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, effective February 15, 1920.

It is the contention of the employees that the employees as a group who were assigned to the new positions thus established are performing the same duties as were previously performed by the balance-sheet checkers at rate of \$110 per month, and that the reassignment of the duties of the positions in question was made for the purpose of evading the application of the rules and to reduce the rates of pay as established for the positions of balance-sheet checkers.

The express company states that prior to the reassignment of the work the duties of the balance-sheet checkers consisted of work requiring special knowledge, skill, fitness, and ability, such as summarization of net balances, making adjustments of discrepancies, checking remittances taken credit for on balance sheets, balancing financial settlement drafts, etc., and also work not requiring special skill, fitness, and ability, such as opening envelopes, seeing that balance sheet is stamped, dated, and signed, checking accounts and details of analysis to balance, filling out form letters, and listing delinquent balance sheets for tracing purposes. The inauguration of a new system of agency accounts necessitated the reorganization of the force and reassignment of the work of the balance-sheet checkers, and it was decided to establish 4 new positions at rate of \$125 per month, embracing the more important work requiring special knowledge, skill, fitness, and ability, and 11 helpers to perform the work of lesser importance enumerated above.

The express company contends that the incumbents of the new positions described above are not performing the same work as the balance-sheet checkers who were formerly paid \$110 per month, and that the reassignment of work and readjustment of wages is not in conflict with rule 91 of the national agreement above referred to. Rule 91 of the agreement in question reads as follows:

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

*Decision.*—The Labor Board decides that the reassignment of work and readjustment of rates of the positions in question are not in conflict with rule 91 of the national agreement referred to in above statement.

## DECISION NO. 128.—DOCKET 190.

*Chicago, Ill., April 30, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway Co.

*Question.*—Proper application of section 8, Article III, of Decision No. 2.

The submission contained the following:

*Statement of facts.*—The railway company applied the provisions of section 8, Article III, of Decision No. 2, only to laborers such as engine watchmen and wipers, fire builders, ash-pit men, flue borers, coal passers, coal-chute men, etc. The employees claim the provisions of section 8, Article III, should apply to all laborers in motive power department.

*Employees' position.*—There are a great many laborers working in and around shops and roundhouses that can not be easily classified, and we note in the classifications as given in section 8 of Article III that many classifications have been omitted, such as sand-house men, switchtenders, fire knockers, sweepers and cleaners, turntable operators, and many other employees working under the supervision of the master mechanic and roundhouse foremen, and we contend that work performed by shop and roundhouse laborers, while it varies to some extent, is all hard manual labor, and employees working at such work should receive equal compensation, and we believe that it was the intention of the Board that all such laborers who work under the supervision of master mechanic and roundhouse foremen should be provided for under the provisions of section 8, Article III, allowing them a 10-cent per hour increase.

*Railroad's position.*—In applying sections 6 and 8, Article III of Decision No. 2, the provisions of section 6 were applied to employees who were classified under section (b), Article V, Supplement No. 7 to General Order No. 27, and the provisions of section 8 to those coming under section (a), Article V, Supplement No. 7 to General Order No. 27, and the railway company takes the position that the duties required are the basis for determining whether section 6 or 8 applies and not the department in which the employee works, and takes the further position that it is not their understanding it was the intent of the United States Railroad Labor Board that section 8 apply to all classes of laborers coming under the supervision of the master mechanic or roundhouse foreman.

*Decision.*—(a) Section 8, Article III of Decision No. 2 shall be applied to laborers employed in and around shops and roundhouses who were classified and paid in accordance with paragraph (a), Article V of Supplement No. 7 to General Order No. 27, issued by the United States Railroad Administration.

(b) Section 6, Article III of Decision No. 2 shall be applied to laborers employed in and around shops and roundhouses who were classified and paid in accordance with paragraph (b), Article V of Supplement No. 7 to General Order No. 27, issued by the United States Railroad Administration.

## DECISION NO. 129.—DOCKET 168.

*Chicago, Ill., May 3, 1921.*

Railway Employees' Department, A. F. of L., v. Chicago & Eastern Illinois Railroad.

*Question.*—Shall helpers who are regularly assigned to assist employees who are performing work in the maintenance of signals as provided for in rules 140 and 141 of the Federated Shop Crafts'

agreement be granted the 13-cent per hour increase as provided for in section 3 of Article IV or the increase as provided for in Article IX of Decision No. 2, issued by the Labor Board under date of July 20, 1920?

*Statement.*—It is agreed by both parties to the dispute that the mechanics are electrical workers within the meaning of rules 140 and 141, Federated Shop Crafts' agreement. Rule 145 of this agreement defines what constitutes a helper and reads:

Electrical worker helpers: Employees regularly assigned as helpers to assist electrical workers and apprentices, including electric lamp trimmers, who do no mechanical work.

*Decision.*—The Labor Board therefore decides that the helpers in question are included in the classes of helpers specified in section 3, Article IV of Decision No. 2, and shall receive the increase of 13 cents per hour provided therein.

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DECISION NO. 130.—DOCKET 171.

*Chicago, Ill., May 3, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Louisville & Nashville Railroad Co.

*Question.*—How should hourly and overtime rates be arrived at for monthly rated employees in the maintenance of way department?

The facts and the contentions of the respective parties have been summarized by the Labor Board as follows:

*Statement of facts.*—It has been the practice on the Louisville & Nashville Railroad to compute the hourly rates of monthly-rated employees in the maintenance of way department by dividing the annual pay by 8 times 313, or by 2,504; this being 313 working days per year, or 2,504 hours per year.

*Employees' position.*—The employees contend that it has been an erroneous practice on the part of the Louisville & Nashville Railroad Co. to compute the overtime and hourly rates on the basis of 313 days, or 2,504 hours per year, calling attention to Dockets M 856 and M 909 rendered by Railway Board of Adjustment No. 3 of the United States Railroad Administration. The employees' further contentions are that 306 days have been established as the working days of the year by the United States Railroad Administration in a similar article in the Federated Shop Crafts' and clerks' agreements, and for practically all men working under similar conditions, and, further, that they are justified in assuming that the Labor Board recognizes 204 hours as constituting a month, since the wage award covered by Decision No. 2 was granted on the basis of 204 hours per month. The employees therefore maintain that the monthly-rated employees in the maintenance of way department should have their hourly rates arrived at on the basis of 204 hours (this being the number of hours established by a 306-day year) and that the decision should be retroactive to December 16, 1919, the effective date of the national agreement between the United States Railroad Administration and employees represented by the United

Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

*Railroad's position.*—The railroad management contends that their method of arriving at the hourly rate for monthly-rated employees, as above outlined, is in conformity with the provisions of the national agreement entered into between the Director General of Railroads and the employees represented by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, and, further, that it is not their understanding that Decision No. 2 contemplated any change in that practice.

*Decision.*—The pro-rata hourly and overtime rate for monthly-rated employees shall be arrived at by dividing the yearly salary (12 times the monthly rate) by 8 times the number of working days during the calendar year on which days overtime is not allowed for work performed as a part of the employees' regular assignment. In other words, if an employee receives overtime for Sundays or holidays in addition to his regular monthly salary, such overtime days should be eliminated from the divisor. If, however, Sundays or holidays are considered a part of the employee's regular assignment, and for which no overtime is allowed, such days should be considered in the divisor.

Decision No. 2 did not change agreements and practices relative to the payment of overtime to monthly rated employees.

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#### DECISION NO. 131.—DOCKET 239.

*Chicago, Ill., May 3, 1921.*

#### Order of Railroad Telegraphers v. St. Louis-San Francisco Railway Co.

*Question.*—Are the positions of nontelegraph agents at 83 stations on the St. Louis-San Francisco Railway enumerated in this dispute entitled to an increase of 10 cents per hour under section 1, Article V of Decision No. 2, or an increase of 5 cents per hour under section 2, Article V of Decision No. 2 of the Labor Board?

*Statement.*—Section 1, Article V of Decision No. 2 provides that an increase of 10 cents per hour shall be added to the rates established by or under the authority of the United States Railroad Administration for agents, except agents at small nontelegraph stations as referred to in paragraph (c), Article IV of Supplement No. 13 to General Order No. 27. Prior to the period of Federal control of railroads the nontelegraph agencies involved in this dispute were listed in the agreement between the carrier in question and the telegraphers' committee. Upon the issuance of Supplement No. 13 to General Order No. 27 these positions were classified and paid in accordance with the provisions of that supplement.

In applying the increase specified in Decision No. 2 to the agents at the small nontelegraph stations in question, the carrier classified the positions under section 2, Article V thereof, which provides that an increase of 5 cents per hour shall be added to the rates established by or under the authority of the United States Railroad Administra-

tion for agents at small nontelegraph stations as referred to in paragraph (c), Article IV of Supplement No. 13 to General Order No. 27.

Paragraph (c), Article IV of Supplement No. 13 to General Order No. 27, provides that the provisions of that supplement shall not apply to—

Agents whose duties are supervisory and who do not perform routine office work, nor the small nontelegraph stations (except where they are now included in agreements) which, on account of the varying character and extent of their work and responsibilities, can not be intelligently treated as a class.

It is the contention of the employees that the nontelegraph agencies involved in this dispute having been included in the agreement with the carrier prior to the period of Federal control are not small nontelegraph stations within the meaning of paragraph (c), Article IV of Supplement No. 13 to General Order No. 27 as referred to in section 1, Article V of Decision 2; that no reference is made to any interpretation or addenda to Supplement No. 13 to General Order No. 27 in Article V of Decision No. 2; and that the positions in question having been included in the agreement prior to the period of Federal control shall receive an increase of 10 cents per hour under section 1, Article V of Decision No. 2 instead of an increase of 5 cents per hour under section 2, Article V of Decision No. 2.

The carrier states that small nontelegraph stations covered by paragraph (c), Article IV of Supplement No. 13 and referred to in section 1, Article V of Decision No. 2, are defined in Addendum No. 2 to Supplement No. 13, reading as follows:

That the small nontelegraph stations referred to are those at which the employees devote all of their time to the duties of such positions and which paid salaries ranging from thirty dollars (\$30) to sixty dollars (\$60) per month, both inclusive, as of January 1, 1918, prior to the application of General Order No. 27, and exclusive of commissions and compensation for extra service, whether they are included in schedules or not. For agents at such stations establish a rate of forty-eight cents (48¢) an hour.

and contends that since the agencies involved in this dispute come within the scope of small nontelegraph stations as defined in Addendum No. 2, above quoted, an increase of 5 cents per hour should be added to the rate established by or under the authority of the United States Railroad Administration in accordance with section 2, Article V of Decision No. 2.

*Decision.*—The increases specified in sections 1 and 2, Article V of Decision No. 2, should be added to the rates established by or under the authority of the United States Railroad Administration. Supplement No. 13, Addenda and Interpretations, governed the wages and working conditions of the classes of employees of the carrier in question involved in this dispute at the termination of Federal control, and shall be the basis for the application of the increases specified in sections 1 and 2, Article V of Decision No. 2.

The positions in question are small nontelegraph stations as defined in Addendum No. 2 to Supplement No. 13 to General Order No. 27 and shall therefore be increased 5 cents per hour under section 2, Article V of Decision No. 2.

## DECISION NO. 132.—DOCKET 198.

*Chicago, Ill., May 3, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.

*Question.*—What is proper seniority date of Mr. H. E. Cook, clerk in superintendent's office, Van Buren, Ark.?

*Statement.*—Under date of May 3, 1920, the duly accredited representative of the employees and the carrier arrived at an agreement establishing seniority districts of defined limits as provided in rule 29 of the clerks' national agreement, and also as to the positions properly excepted from the provisions of the agreement as "personal office force," under title "Exceptions," paragraph (b), rule 1, Article I of the agreement.

Mr. Cook has been continuously employed by the Missouri Pacific Railroad Co. since January, 1903, and on the Central Division, which constitutes a seniority district under the agreement of May 3, 1920, since August 4, 1907. From August 4, 1907, to June 1, 1917, he held positions which have been classed as personal office force under the agreement of May 3. On June 1, 1917, the offices of the superintendent and master mechanic were consolidated and Mr. Cook, who, up to that date, had been chief clerk to the master mechanic, was appointed assistant chief clerk to superintendent, a position not classified as personal office force under the agreement of May 3, 1920.

The employees contend that Mr. Cook's seniority should date from June 1, 1917, the date on which he was appointed to the "nonexcepted" position of assistant chief clerk to superintendent, basing their contention on rule 29 of the clerks' national agreement.

The carrier contends that Mr. Cook is entitled to seniority from August 4, 1907, the date upon which he entered service of the Central Division, his present seniority district, and further contends that it is not the intention of rule 29 of the clerks' national agreement to take away any seniority rights that may have been held prior to the date of the agreement, i. e., January 1, 1920. Rule 29 of the agreement reads as follows:

Excepted positions—Rule 29. Employees now filling or promoted to excepted or official positions shall retain all their rights and continue to accumulate seniority in the district from which promoted.

When excepted or official positions are filled by other than employees covered by these rules no seniority rights shall be established by such employment.

*Decision.*—The Labor Board decides that rule 29, above quoted, is not retroactive in its aspect. The contention of the carrier is therefore sustained.

## DECISION NO. 133.—DOCKET 203.

*Chicago, Ill., May 3, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Lehigh Valley Railroad.

*Question.*—Dispute regarding the posting of notices of interest to the employees as provided in rule 75 of the national agreement of

the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Statement.*—Notices of various character, over the signature of the general chairman of the clerks' committee, with reference to wage orders, etc., were posted on the employees' bulletin board. The carrier contends that only such notices as are approved by the carrier may be posted on this board, while the employees' representatives contend that any notices which may be considered of interest to the employees may be posted and that there is nothing in rule 75 which places any restriction on the nature of such notices.

Copy of all the notices which have been posted by the general chairman were submitted as exhibits in this case and it is found that many of them contain interpretations and other comment by the general chairman regarding decisions pertaining to wages and working conditions. Rule 75 of the clerks' national agreement reads as follows:

At points or in departments where twenty-five (25) or more employees covered by this schedule are employed, suitable provision will be made for posting notices of interest to the employees.

*Decision.*—It is the decision of the Labor Board that the intent of rule 75 is that suitable provision should be made for the posting by the representatives of the employees of notices of lodge or committee meetings and social activities, and verbatim copies of decisions and interpretations issued by this Board.

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DECISION NO. 134.—DOCKET 209.

*Chicago, Ill., May 3, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Reinstatement of Mr. O. L. Johnson, money clerk, Dothan, Ala., who was dismissed account of alleged misrepresentation of facts at investigation concerning the handling of a shipment of money.

*Statement.*—On June 10, 1920, a shipment of currency containing about \$4,000 was forwarded from Arton, Ala., to New York City, and it was discovered that while in transit a portion of the money had been abstracted from the shipment. The rules of the American Railway Express Co. regarding the handling of shipments of money of more than \$500 require that each employee handling the same shall indorse on the tag attached thereto his name and the time shipment is delivered to him. It is stated by the carrier, and not denied, that Mr. Johnson stated to the official of the express company conducting the investigation of this loss that he saw the employee to whom he delivered his shipment indorse his name and the time on the tag attached. The tag has been submitted as an exhibit in this case and this indorsement or evidence of it having been made does not appear thereon.

*Decision.*—Request of employees for reinstatement of Mr. Johnson is denied.

## DECISION NO. 135.—DOCKET 213.

*Chicago, Ill., May 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Texas Midland Railroad.**

*Question.*—Are baggage and parcel room employees designated as baggage agent and assistant baggage agent, and ticket office employees designated as assistant ticket agent, at Terrell, Tex., entitled to an increase of 13 cents per hour under sections 2 and 4, Article II of Decision No. 2, or an increase of 10 cents per hour under section 1, Article V of Decision No. 2 of the Labor Board?

*Decision.*—Basing its decision on the evidence before it, the Labor Board decides that the employees in question shall be increased 13 cents per hour under sections 2 and 4, Article II of Decision No. 2.

## DECISION NO. 136.—DOCKET 206.

*Chicago, Ill., May 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Delaware, Lackawanna & Western Railroad Co.**

*Question.*—Are employees engaged in handling material under the supervision of a foreman or subforeman in the yards adjacent to storehouses at Scranton, Pa., and Keyser Valley, Pa., entitled to an increase of 12 cents per hour under section 7, Article II of Decision No. 2?

*Statement.*—The employees state that the employees in question devote a majority of their time to trucking freight and loading and unloading bolts, nuts, castings, scrap iron, knuckles, drawheads, car wheels, etc., into and out of cars, and that this work requires skill and experience. They contend that the employees come within the class referred to in section 7, Article II of Decision No. 2, and are entitled to an increase of 12 cents per hour.

The carrier states that a very small part of the entire time of these employees is devoted to the handling of material on trucks and that their duties consist of miscellaneous common laborers' work requiring no skill, and contends that they are not performing work similar to the classes specified in section 7, Article II of Decision No. 2.

The evidence before the Labor Board shows that the employees involved in this dispute are engaged in performing, under the supervision of a foreman, the work of carrying iron and steel from racks to blacksmith shops, carrying material from stock bins to assembling point for shipment, loading and unloading materials such as sand, coke, coal, clay, brick, lumber, scrap, etc., and placing lumber and other material on small cars operated on narrow-gauge tracks, extending throughout the yard.

*Decision.*—The Labor Board decides that the employees in question are not storeroom or stockroom freight handlers, or truckers,

or others similarly engaged, and, therefore, are not entitled to an increase of 12 cents per hour under section 7, Article II of Decision No. 2 issued by this Board.

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DECISION NO. 137.—DOCKET 207.

*Chicago, Ill., May 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Delaware, Lackawanna & Western Railroad Co.**

*Question.*—Pay for time lost by Milton Friedberg, checker, New York City, account of being dismissed from service May 20, 1920, and reinstated July 14, 1920.

*Statement.*—Mr. Friedberg was dismissed from the service on May 20, 1920. His dismissal was made the subject of a grievance and taken up with the management in the manner provided in Article IV of the clerks' national agreement. While the matter was being so handled Mr. Friedberg, upon the advice of the general chairman of the clerks' committee, requested a personal interview with the chief operating officer of the railroad. The interview was granted and as a result of same Mr. Friedberg was reinstated on July 14, 1920. Mr. Friedberg states that the understanding at this interview was that he would lose nothing because of his dismissal, while the officer conducting the interview states that the understanding was that Mr. Friedberg would be reinstated without loss of seniority, and as a consequence would waive all claims against the carrier.

On October 15, 1920, claim for pay for the time lost was filed by the general chairman of the clerks' committee.

*Decision.*—Basing this decision upon the evidence before it, including the testimony at the hearing conducted in New York on March 16, 1920, the Labor Board decides that Mr. Friedberg shall not be paid for the time he was out of service account of being dismissed on May 20, 1920.

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DECISION NO. 138.—DOCKET 257.

*Chicago, Ill., May 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Delaware, Lackawanna & Western Railroad Co.**

*Question.*—Dismissal of 11 checkers at Pier 41, New York City, account insubordination.

*Statement.*—On Saturday afternoon, September 18, 1920, the foreman at Pier 41, New York City, instructed the entire force of checkers, 15 in number, to report for duty the following day, Sunday, September 19. Only 2 of the men agreed to report, whereupon the agent personally interviewed each checker, instructing him to report for duty the following morning, and informing him that if he failed to do so he would be subject to discipline. Only 4 checkers reported on Sunday, and on Monday the other 11 men

were dismissed from the service for insubordination, due to their failure to comply with instructions.

The employees contend that it was not the practice to work checkers regularly on Sundays and that previous to this occasion it was optional with the employees as to whether or not they worked on Sundays. It is also claimed that several of them had a valid excuse for not reporting and that previously such excuse had been accepted.

In presenting this dispute to the Labor Board effort was made to show that two of the employees had a valid excuse, but this was done only incidental to the case of the entire group, and it is contended by the employees that all of the men were unjustly dismissed. At the hearing in New York on March 16, 1921, it developed that it was frequently found necessary to work the checkers at Pier 41 on Sunday, that the notice to report was customarily given on Saturday, and that if some of the men had a reason for remaining away on Sunday they were excused provided a sufficient number of employees to take care of the requirements agreed to report for work. On this particular occasion the foreman had received information that the checkers did not intend to report on Sunday and it was because of this fact that the agent personally interviewed each employee after having been informed by the foreman that only two checkers agreed to report for work.

*Decision.*—Request for reinstatement is denied.

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#### DECISION NO. 139.—DOCKET 260.

*Chicago, Ill., May 3, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Delaware, Lackawanna & Western Railroad Co.

*Question.*—Application of Decision No. 2 to salaries of 14 employees designated as janitors at Hoboken, N. J., and 7 employees designated as janitresses at Scranton, Pa.

*Statement.*—These employees have been increased 8½ cents per hour under section 9, Article II of Decision No. 2 of this Board. The employees contend that they should be increased 10 cents per hour under section 5, Article II of Decision No. 2. The 14 employees at Hoboken are employed in mopping floors, sweeping, cleaning brass, putting ice in water coolers, dusting, etc., under the direction of a head janitor, and perform such of the duties referred to above as are assigned to them by the head janitor. The 7 employees at Scranton are on duty approximately five hours at night under the direction of the head janitor and are engaged in the cleaning of offices under his direction. The carrier contends that these employees are not janitors, since they perform cleaning work only and are not held responsible for the cleaning of a building or any part of a building, and therefore not entitled to an increase of 10 cents per hour under section 5, Article II of Decision No. 2.

*Decision.*—The Labor Board decides that the employees referred to in this dispute are not janitors, and therefore are not entitled to the increase of 10 cents per hour as provided in section 5, Article II of Decision No. 2.

## DECISION NO. 140.—DOCKET 258.

*Chicago, Ill., May 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway Co.**

*Question.*—Length of vacation period with pay for telephone operators at Hagerstown, Md.

*Statement.*—In the year 1920 the telephone operators employed at Hagerstown, Md., were allowed a vacation of 6 days with pay. Employees claim that in accordance with past practice they should have been allowed 10 days' vacation with pay, and request that they be compensated for the 4 days which their vacation period was curtailed. The carrier contends that it has been the practice to grant vacations with pay when the service would permit of doing so without creating any additional expense. It is shown by the employees that in the years 1918 and 1919 these particular employees were allowed 10 days' vacation, and it is admitted by the carrier that for employees in this class of service, the practice, generally, has been to grant 10 days' vacation with pay to employees in the service one year or more.

The agreement between the Director General of Railroads and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees does not contain a rule specifically treating with the question of vacations, but on January 30, 1920, the following telegram was sent to the regional directors by Mr. W. T. Tyler, director, Division of Operation, United States Railroad Administration, and is understood to be a part of the agreement in question:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—The Labor Board decides that it was the existing practice on the Western Maryland Railway to grant employees in this class of service who had been in the service one year or more 10 days' vacation with pay. Therefore, the employees involved in this dispute shall be compensated for the 4 days which their 1920 vacation was curtailed.

## DECISION NO. 141.—DOCKET 261.

*Chicago, Ill., May 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway Co.**

*Question.*—Dispute in connection with bulletining position not awarded to employee holding seniority applying therefor.

*Statement.*—Rule 6 of the agreement between the Director General of Railroads and the Brotherhood of Railway and Steamship

Clerks, Freight Handlers, Express and Station Employees provides that promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail.

*Decision.*—It is the decision of the Labor Board, based on the evidence before it, that Mr. V. G. J. McCarty has sufficient fitness and ability. Therefore he shall be allowed the opportunity to qualify for the position for which he has applied, in accordance with rule 10 of the agreement above referred to.

#### DECISION NO. 142.—DOCKET 273.

*Chicago, Ill., May 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway Co.**

*Question.*—Application of section 2, Article II of Decision No. 2 to position of cashier, York, Pa.

*Statement.*—On March 1, 1920, the salary of this position was \$90 per month. On June 9, 1920, it was increased to \$105 per month. In applying Decision No. 2 of the Labor Board, \$15 increase authorized on June 9 was deducted from the amount of increase authorized by Decision No. 2. The employees claim that the increase of \$15 granted June 9, 1920, was given with the understanding that any increase authorized by the Labor Board would be added to the new rate of \$105. The carrier states that this understanding was not conveyed by an officer authorized to establish salaries, and contends that in applying the increase authorized by Decision No. 2 to the rate in effect at 12.01 a. m., March 1, 1920, they complied with the provisions of that decision.

*Decision.*—Interpretation No. 2 to Decision No. 2 clearly outlines the intent of Decision No. 2 in applying increases to rates established subsequent to March 1, 1920, and should govern in this dispute.

#### DECISION NO. 143.—DOCKET 170.

*Chicago, Ill., May 14, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. The Cleveland, Cincinnati, Chicago & St. Louis Railway Co.**

*Question.*—Proper rate of pay for inside hostler helpers under Decision No. 2.

The contentions of the respective parties have been submitted to the Labor Board as follows:

*Employees position.*—The Cleveland, Cincinnati, Chicago & St. Louis Railway Co. have two classes of hostler helpers. One class is called the main track hostler helpers, and is paid as per Decision No. 2 of the United States Railroad Labor Board, \$5.04 per day for eight hours. The other class is called inside hostler helpers, and is paid from \$3.96 to \$4.04 per day for eight hours. In each case the men are doing the same class of work, and we claim the inside hostler helpers should be paid the same as the main track hostler helpers.

*Railroad's position.*—The helpers under section 4, Article VI, are only those mentioned in Article XXI of Supplement No. 15 to General Order No. 27. Such

helpers are used to assist the outside hostlers, and Interpretation No. 1 to Supplement No. 15 to General Order No. 27, under Article XXI, again directs that the term "helper" applies to employees when used to assist outside hostlers. We designate these men as "main track hostler helpers," and these main track hostler helpers were increased to \$5.04 per day. Other hostler helpers were, by Decision No. 2 of the Railroad Labor Board, July 20, 1920, increased in accordance with section 8 of Article III.

*Decision.*—Investigation develops that the employees in question, referred to as inside hostler helpers, are performing similar service to employees involved in dispute covered by Decision No. 40 rendered by the Labor Board.

The Labor Board therefore decides that Decision No. 40 shall govern in this dispute.

#### DECISION NO. 144.—DOCKET 299.

*Chicago, Ill., May 14, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. The Colorado & Southern Railway Co.**

*Question.*—(a) Are employees in the service of the Colorado & Southern Railway Co. engaged exclusively in filling lubricators entitled to the classification and rating of machinist helpers?

(b) Is the Colorado & Southern Railway Co. warranted in making deductions from an employee's earnings as a result of two conflicting decisions rendered by two agencies, both having the authority to make such decisions?

The submission contained the following joint statement of facts:

*Joint statement of facts.*—Employees engaged exclusively in filling lubricators were originally paid under the provisions of section (a), Article V of Supplement 7 to General Order No. 27, up to and inclusive of July 31, 1920. Upon receipt of Decisions NV 82, MR 328, AL 390, and 1010 from Railway Board of Adjustment No. 2, arrangements were made to pay these employees the machinist helpers' rate of pay, back pay being figured in accordance therewith, retroactive to the effective date of Supplement No. 4 to General Order No. 27. Upon receipt of Dockets 1553, 1573, 1728, and 1759, and which latter decisions reversed the decisions contained in Dockets NC 82, MR 328, AL 390, and 1010, the rate of pay for these exclusive lubricator fillers was readjusted in accordance with provisions contained in section (a) of Article V, Supplement No. 7 to General Order No. 27, and arrangements made to deduct the overpayments made to these employees under former decisions.

*Decision.*—(a) The Labor Board decides that the employees in question if engaged exclusively in filling lubricators are not entitled to the classification and rating of machinist helpers, unless or until such classification and rating is the result of negotiation and agreement between the Colorado & Southern Railway Co. and the duly authorized representatives of said employees.

(b) Since receipt of the above submission the management of the Colorado & Southern Railway Co. has advised the Labor Board that no deductions will be made from the earnings of the employees in question as a result of payments made under the terms of the decisions herein referred to, which action obviates the necessity of this Board rendering a decision on that point.

## DECISION NO. 145.—DOCKET 119-1.

*Chicago, Ill., May 17, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts) v.  
Duluth, Missabe & Northern Railway Co.

*Question.*—Shall all the machinists and machinist helpers discharged by the Duluth, Missabe & Northern Railway Co. at Proctor, Minn., on September 8, 9, and 14, 1920, be reinstated with their seniority rights unimpaired and paid for all time lost?

*Statement.*—Contributory causes, leading up to the dispute and decision herein cited, are summarized by the Labor Board as follows:

The carrier was under Federal control. The national agreement from its effective date superseded the agreement in effect on that date and thereafter. Because of scarcity of men and low rates of pay the carrier was unable to secure and retain men competent to perform certain classes of work. After approval by the regional director, the carrier on September 5, 1919, entered into a contract with a firm named Miller & Coliani, who it was agreed would perform certain roundhouse work at Proctor, Minn. The work let out by contract included grease cup filling, boiler washing, boiler washing helping, filling up boilers, engine wiping, fire knocking, fire building, etc.

After the national agreements became effective (rates of pay May 1, 1919, rules October 20, 1919) conferences were held between the representatives of the shop crafts and of the carrier for the purpose of interpreting various provisions of said agreement; one of the questions discussed and not agreed upon was that of applying the rates of pay and conditions of employment to certain men employed by the contractor. A joint submission on this question was prepared and submitted to the United States Railroad Administration and decision received reading in part as follows:

\* \* \* Will advise that it was not the purpose of the agreement to permit such work as filling grease cups to be contracted for.

The specific question at issue should be handled under the provisions of rules 35 and 36.

Notwithstanding this decision, all subsequent and numerous efforts on the part of the representatives of the employees to have the authorized rates of pay and conditions of employment applied to the employees in question were without success.

The carrier was not among the roads included in Decision No. 2, but on August 5, 1920, posted a notice stating that the provisions of this decision would be applied to the shop employees; however, the increases provided for in Decision No. 2 were not applied to the employees of the contractor who were specified in and came under the provisions of the national agreement. On August 31, 1920, the employees of the contractor ceased work to enforce their demands for a substantial increase in pay. The shop crafts' committee persuaded the employees of the contractor performing work covered by the national agreement to remain at work, as their grievances were being handled in the regular manner; this included grease cup fillers (except five not members of the machinists' organization), boiler washers, boiler washer helpers, and boiler fill-up men. These men remained at work and performed their usual duties.

The evidence clearly shows that the continued failure of the carriers to observe and put into effect the provisions of the national agreement and interpretations thereof irritated the employees, caused general dissatisfaction and distrust, and was largely, if not wholly, responsible for the subsequent attitude as herein cited.

During the strike of the contractors' employees the foremen of the machinists on each of the three shifts in the roundhouse were required to perform the work of the strikers. This was not a desirable position to place the foremen in and at least one of the foremen suggested to the committeemen representing the machinists that a protest should be made. A conference was had with the officials, including the superintendent of motive power, by the committeemen on the second shift about 8 p. m., September 1, 1920. At this conference the committee was advised that any employee who refused to obey orders or who in any manner interfered with the employees of the contractor would be dismissed from the service. The superintendent instructed the foremen to give this information to the men on the second and third shifts. The third shift came on at 11 p. m., September 1, and the committee notified the traveling engineer, the official in charge, that the men did not desire to work with foremen who were taking the places of the men who had ceased work, stating that they would work under protest, but would do so with the understanding that the organization would not be responsible for the individual action of its members. This the traveling engineer refused to agree to. At 2 a. m. the men were told by the traveling engineer that it was not his intention to discharge any of the men, but they might as well "call it off." The men remained in roundhouse but did not thereafter perform any work.

The first shift men started at 7 a. m., September 2, 1920, and took similar action to that of the third shift. At 7.15 a. m. the officials met a committee representing the first shift and notified this shift "that unless they immediately started work they would be dismissed." The officials were advised that at a meeting of the machinists the evening of September 1 the men had voted and decided that they would perform no work unless the foremen in question were relieved from performing the work that was let out to and came under the jurisdiction of the contractor. The superintendent of motive power thereupon notified these men "that they should consider themselves dismissed and out of the service." The representatives of the men thereupon requested the privilege of conferring with the general shop committee (the shop and engine house being some distance apart) to discuss what had transpired; the officials advised that this was agreeable to them. The committeemen on returning from this conference with the general shop committee instructed the men to resume work; the men took the position "that inasmuch as they had gone as far as they had they would not work until the matter was definitely settled."

At about 10 a. m. (same day) the general machinists' committee requested and was granted a conference with the officials to discuss the engine-house trouble. The superintendent of motive power notified this committee "that any man refusing to work or obey orders would be dismissed from the service." During the

progress of this conference the officials received word that all the machinists in the shop had ceased work. The superintendent of motive power thereupon notified the committee present that they had better go immediately to the shop and get work started before the trouble spread. The officials were then asked "what action would be taken regarding the men who had refused to work if they should all decide to resume work immediately." (At this point the parties to the dispute differ as to the agreement reached.) The representative of the carrier gave the following as his answer to the question preceding:

I do not know, but if you will go back to work I will use my efforts to call the matter closed, but I do not know what view of the matter the management of the railroad will take.

Oral testimony and affidavits of 6 members of the general committee present at the conference submitted to the Labor Board by the representatives of the employees clearly establish that it was their understanding and belief that a settlement had been made and that the question was a closed incident, and because of this fact work was resumed by all of the employees represented by the general committee. All of these men continued to perform their regular duties up to the morning of September 8, 1920, when, at 6.10 a. m., notice was sent to the chairman of the committee at his home to the effect that an investigation was to be held at 7 a. m. regarding some machinists and helpers. Protest was filed by the representatives of the employees as to the irregular method of handling the investigation. The evidence shows that the officials had their instructions to discharge the machinists and helpers and did so discharge them. This included 18 machinists and 18 helpers of the first shift and 6 machinists and 5 helpers of the third shift. On September 9 the carrier started calling men from the shop forces to fill the places of the men discharged. The shop forces declined to go to the roundhouse, as the men believed that the carrier had disregarded the settlement reached on September 2; and that the discharge of the roundhouse men on September 8 was uncalled for and represented a breach of good faith.

The question was then placed in the hands of the general chairman and from September 9 to September 19 a series of conferences were held with the representatives of the carrier. The carrier submitted a proposition providing for the return to service of all machinists and helpers with the exception of seven machinists and two helpers; the proposition to be accepted in its entirety. The committee canvassed the situation and found that only one machinist of the seven accepted and the two helpers desired to return; another conference was held, the carrier practically agreed to take back the two helpers but declined to reinstate the one machinist. During the conference the carrier advised that unless he could get machinists for the roundhouse to operate the first and third shifts he would have to close down the entire plant. The chief clerk was called in and instructed to post a notice to close down the entire locomotive department at 3 p. m., notifying the general chairman that each back shop machinist would be called upon to work in the roundhouse before 3 o'clock, and that as fast as they refused they would be discharged. The general chairman advised

that they would see that the roundhouse was operated on the first and third shifts, pending an effort to secure a conference with the president of the carrier to settle the question. This proposition was accepted by the superintendent of motive power. The general chairman was advised as to the number of men needed, and assisted in securing the men needed from the shop forces for the first and third shifts, commencing with the third shift Saturday, September 11. Subsequent efforts of the committee to secure a conference with the president of the carrier proved unsuccessful. They did meet the vice president, only to be advised that the superintendent of motive power had full authority to handle the matter.

At conference September 13 the committee insisted on the reinstatement of the one machinist; the officials, however, declined and gave the committee until 4 p. m. to accept, or the proposition would be withdrawn. The time was later modified to 7.30 p. m., to give committee opportunity to confer with the men. The men insisted on the reinstatement of the machinist in question, the committee so reporting to the carrier at 7.30 p. m. The request was again denied by the carrier. The committee then submitted a proposition providing for the immediate return to service of all men (excepting those objected to by the carrier) and the submission of cases of these excepted men to the proper tribunal for decision. This the carrier declined to do, stating that if a submission was to be made it must include all men involved. The following day, September 14, the carrier called upon eight shop machinists to go to the roundhouse, and upon their refusal they were discharged.

A committee of business men interviewed the management September 14 and submitted a proposition which provided for the return to service of all the employees with the exception of the seven objected to, on condition that the employees agreed. The employees did agree when the business men offered to provide financially for the one machinist previously referred to. The committee of business men reported back to the carrier, and were advised that the offer could not be accepted, giving as the reason articles appearing in the newspapers of that day—articles for which the representatives of the employees disclaim any responsibility.

From September 14 to October 13, 1920, both inclusive, other conferences were held. The general officers were called in, but were unable to adjust the dispute and were unsuccessful in their efforts to meet the president of the carrier; neither could they receive an acknowledgment of communications sent him, although they did hold conferences with the superintendent of motive power and other officials.

At close of conference on September 30 it was agreed that the carrier would draw up a draft of proposed statement of facts (preliminary to submitting the case to the Labor Board) from their viewpoint, the employees' representatives to be notified at 2 p. m., October 1, when they would again confer. At noon on October 1, the carrier advised the committee by phone that they could not possibly draw up a joint statement of facts in less than ten days. The committee protested this delay, requesting an answer in writing, which the carrier agreed to furnish at 5.30 p. m. At 5 p. m. the carrier, by phone, declined to give written answer, reiterating that it would take

10 days in which to prepare a draft of a joint statement of facts. On October 4 the committee again requested that they proceed to prepare the joint statement of facts and was advised that the carrier was not ready to furnish a copy to the employees. On October 11, the 10-day limit set by the carrier having expired, the committee requested the carrier to furnish the statement of facts or confer and attempt to agree to a joint statement of facts. The carrier advised that they would not be ready for two or three days. About 2 p. m., October 12, the committee was advised that the carrier would be ready to submit a joint statement of facts at 9 a. m., October 13. About 7.15 a. m., October 13, the carrier advised the committee that they were unable to meet representatives of the employees for the purpose of completing joint statement of facts on the 13; the carrier also declined to set any definite date for a conference. The representatives of the employees then decided and so notified the carrier that this action left no other alternative than that of preparing and submitting the case to the chief executive officer of the Railway Employees' Department, A. F. of L., for presentation to the United States Railroad Labor Board.

*Decision.*—In the judgment of the Labor Board, both the representatives of the carrier and the employees directly involved were responsible for the conditions resulting in this dispute; the carrier being primarily responsible because of failure to put into effect the rates of pay and conditions of employment as provided by the national agreement and interpretations thereof. The Labor Board, therefore, decides:

(a) That the machinists and machinist helpers discharged on September 8, 9, and 14, 1920, shall, on the date of receipt of this decision or the earliest possible date thereafter be reinstated with the continuity of their seniority in the service unimpaired, and,

(b) That the request for pay for time lost by these employees is denied.

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DECISION NO 146.—DOCKET 119-2.

*Chicago, Ill., May 17, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Duluth, Missabe & Northern Railway Co.

*Question.*—Shall Samuel Thomas be reinstated with full seniority rights and paid for all time lost?

*Statement.*—The facts in the case have been briefly summarized by the Labor Board as follows:

Mr. Samuel Thomas, a coach painter in the service of the carrier since August, 1910, and, at time of dismissal and for some time prior thereto, acting as the duly authorized local chairman of the Brotherhood of Railway Carmen of America, Proctor, Minn., also secretary-treasurer of the system federation, Federated Shop Crafts, Duluth, Missabe & Northern Railway, was dismissed from the service by the general foreman at about 1.15 p. m., October 2, 1920, for alleged violation of the rules of the carrier, in that he left his work without permission from his immediate foreman. Mr. Thomas admits in the instance cited that he did not secure the permission of his immediate foreman.

The evidence shows that this act was not executed in a spirit of insubordination; that Mr. Thomas made it a practice to secure such permission; that on September 25, 1920, while at his regular place of work, one of his fellow craftsmen called his attention to a violation of rule 32 of the national agreement (the agreement in effect and so recognized by the carrier); that the alleged violation took place in the tank shop where a helper was performing mechanic's work; that prompt action was essential and desirable in the interest of securing the actual proof and subsequent discontinuance of the practice; that Mr. Thomas did not secure permission to attend to this matter solely because of the temporary absence of his immediate foreman; and, that the time he consumed in the adjustment of this case did not exceed a total of 10 minutes.

The following are quotations from the agreement herein specified and must be given due consideration in this dispute:

Rule 32. None but mechanics or apprentices regularly employed as such shall do mechanic's work as per special rules of each craft, except foremen at points where no mechanics are employed.

Rule 35. Should any employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be taken to the foreman, general foreman, master mechanic, or shop superintendent, each in their respective order, by the duly authorized local committee or their representative. \* \* \* All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen.

Rule 37. An employee who has been in the service of the railroad thirty (30) days shall not be dismissed for incompetency, neither shall an employee be discharged for any cause without first being given an investigation.

Rule 38. If it is found that an employee has been unjustly discharged or dealt with, such employee shall be reinstated with full pay for all time lost.

Rule 39. The company will not discriminate against any committeemen who, from time to time, represent other employees, and will grant them leave of absence and free transportation when delegated to represent other employees.

It is not denied that the helper was assigned to mechanic's work contrary to the provisions of rule 32.

The employee who notified the local chairman of the violation and the local chairman were acting in conformity with the recognized procedure under rule 35.

Mr. Thomas was dismissed in violation of rule 37, no investigation having been held prior to his dismissal.

*Decision.*—In view of all the circumstances, the Labor Board decides that Mr. Thomas shall be reinstated with full seniority rights and paid for all time lost, less any amount he has earned at other employment since dismissal.

#### DECISION NO. 147.—DOCKET 353.

*Chicago, Ill., June 1, 1921.*

**New York Central Railroad Co. et al. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al.**

The United States Railroad Labor Board, acting under authority of the Transportation Act, 1920, and in furtherance of the purpose of said act, hereby renders a decision upon a series of controversies between the carriers and the representatives of certain employees of the carriers involving the question of what shall constitute just and reasonable wages. The various controversies were considered in con-

ference between representatives designated and authorized by the parties, and not having been decided in such conference were referred to the Labor Board for hearing and decision.

*Parties to the dispute.*—The carriers parties hereto, each of which has a dispute with one or more of the organizations hereinafter named, are:

Ann Arbor Railroad Co.	Denver & Rio Grande Railroad.
Atchison Topeka & Santa Fe Railway Co.	Rio Grande Southern Railroad Co.
Beaumont Wharf & Terminal Co.	Salt Lake City Union Depot & Railroad Co.
Grand Canyon Railway Co.	Denver & Salt Lake Railroad Co.
Gulf, Colorado & Santa Fe Railway Co.	Detroit Terminal Railroad Co.
Panhandle & Santa Fe Railway Co.	Duluth, South Shore & Atlantic Railway Co.
Rio Grande, El Paso & Santa Fe Railroad Co.	Mineral Range Railroad Co.
Baltimore & Ohio Railroad Co.	El Paso & Southwestern Co.
Baltimore & Ohio Chicago Terminal Railway Co.	El Paso & Northeastern Railroad Co.
Coal & Coke Railroad.	El Paso & Southwestern Railroad Co.
Staten Island Rapid Transit Co.	El Paso & Southwestern Railroad Co. of Texas.
Bangor & Aroostook Railroad Co.	Erie Railroad Co.
Belt Railway Co. of Chicago.	Chicago & Erie Railroad Co.
Boston & Maine Railroad.	New Jersey & New York Railroad Co.
Buffalo & Susquehanna Railroad Corporation.	New York, Susquehanna & Western Railroad Co.
Buffalo, Rochester & Pittsburgh Railway Co.	Wilkes-Barre & Eastern Railroad Co.
Central Railroad Co. of New Jersey.	Fort Worth & Denver City Railway Co.
Central Union Depot & Railway Company of Cincinnati.	Wichita Valley Railway Co.
Central Vermont Railway Co.	Grand Trunk Railway System (Western Lines).
Chesapeake & Ohio Railway Co.	Great Northern Railway Co. and controlled lines.
Chesapeake & Ohio Northern Railway Co.	Gulf Coast Lines.
Chesapeake & Ohio Railway Co. of Indiana.	Houston Belt & Terminal Railway Co.
Chicago & Alton Railroad Co.	New Iberia & Northern Railway Co.
Chicago & Eastern Illinois Railroad Co.	New Orleans, Texas & Mexico Railway Co.
Chicago & North Western Railway Co.	Orange & Northwestern Railroad Co.
Chicago & Western Indiana Railroad Co.	St. Louis, Brownsville & Mexico Railway Co.
Chicago, Burlington & Quincy Railroad Co.	Hocking Valley Railway Co.
Chicago, Great Western Railroad Co.	Illinois Central Railroad Co.
Chicago, Indianapolis & Louisville Railway Co.	Chicago, Memphis & Gulf Railroad Co.
Chicago Junction Railway Co.	Yazoo & Mississippi Valley Railroad Co.
Chicago River & Indiana Railroad Co.	International & Great Northern Railway.
Chicago, Milwaukee & St. Paul Railway Co.	Indianapolis Union Railway Co.
Chicago, Peoria & St. Louis Railroad Co.	Kansas City Southern Railway Co.
Chicago, Rock Island & Pacific Railway Co.	Arkansas Western Railway Co.
Chicago, Rock Island & Gulf Railway Co.	Poteau Valley Railroad Co.
Cincinnati, Indianapolis & Western Railroad Co.	Texarkana & Fort Smith Railway Co.
Delaware, Lackawanna & Western Railroad Co.	

- Kansas City Terminal Railway Co.  
 Lehigh & New England Railroad Co.  
 Lehigh Valley Railroad Co.  
 Long Island Railroad Co.  
 Los Angeles & Salt Lake Railroad Co.  
 Louisville & Nashville Railroad Co.  
 Maine Central Railroad Co.  
   Portland Terminal Co.  
 Minneapolis & St. Louis Railroad Co.  
   Railway Transfer Co. of the City  
   of Minneapolis.  
 Minneapolis, St. Paul & Sault Ste.  
   Marie Railway Co.  
 Missouri, Kansas & Texas Railway.  
   Missouri, Kansas & Texas Rail-  
   way of Texas.  
   Wichita Falls & Northwestern  
   Railway.  
 Missouri Pacific Railroad Co.  
 Monongahela Railway Co.  
 Nashville, Chattanooga & St. Louis  
   Railway.  
 New York Central Railroad Co.  
   Boston & Albany Railroad.  
   Cincinnati Northern Railroad Co.  
   Cleveland, Cincinnati, Chicago &  
   St. Louis Railway Co.  
   Evansville, Indianapolis & Terre  
   Haute Railway Co.  
   Fort Wayne, Cincinnati & Louis-  
   ville Railroad Co.  
   Indiana Harbor Belt Railroad Co.  
   Kanawha & Michigan Railway Co.  
   Kanawha & West Virginia Rail-  
   road Co.  
   Lake Erie & Eastern Railroad Co.  
   Lake Erie & Western Railroad Co.  
   Louisville & Jeffersonville Bridge  
   & Railroad Co.  
   Michigan Central Railroad Co.  
   Muncie Belt Railway.  
   Pittsburgh & Lake Erie Railroad  
   Co.  
   Rutland Railroad Co.  
   Toledo & Ohio Central Railway  
   Co.  
   Zanesville & Western Railway Co.  
 New York, New Haven & Hartford  
   Railroad Co.  
   Central New England Railway Co.  
 New York, Ontario & Western Railway  
   Co.  
 Norfolk & Western Railway Co.  
 Northern Pacific Railway Co.  
   Big Fork & International Falls  
   Railway Co.  
   Minnesota & International Rail-  
   way Co.  
 Northwestern Pacific Railroad Co.  
 Pennsylvania System, including sub-  
   sidiary and affiliated lines.  
   Baltimore, Chesapeake & Atlantic  
   Railway Co.  
   Maryland, Delaware & Virginia  
   Railway Co.
- Pere Marquette Railway Co.  
 Philadelphia & Reading Railway Co.  
 Atlantic City Railroad Co.  
 Catasauqua & Fogelsville Railroad  
   Co.  
 Chester & Delaware River Rail-  
   road Co.  
 Delaware River Ferry Co. of New  
   Jersey.  
 Gettysburg & Harrisburg Railway  
   Co.  
 Middletown & Hummelstown Rail-  
   road Co.  
 Northeast Pennsylvania Railroad  
   Co.  
 Perkiomen Railroad Co.  
 Philadelphia & Chester Valley  
   Railroad Co.  
 Philadelphia, Newtown & New  
   York Railroad Co.  
 Pickering Valley Railroad Co.  
 Port Reading Railroad Co.  
 Reading & Columbia Railroad Co.  
 Rupert & Bloomsburg Railroad  
   Co.  
 Stony Creek Railroad Co.  
 Tamaqua, Hazleton & Northern  
   Railroad Co.  
 Williams Valley Railroad Co.  
 Pittsburgh & West Virginia Railway  
   Co.  
   West Side Belt Railroad Co.  
 Southern Pacific Co. (Pacific System.)  
 Southern Pacific Lines in Texas and  
   Louisiana.  
   Galveston, Harrisburg & San An-  
   tonio Railway Co.  
   Houston & Shreveport Railroad  
   Co.  
   Houston & Texas Central Rail-  
   road Co.  
   Houston, East & West Texas  
   Railway Co.  
   Iberia & Vermillion Railroad Co.  
   Lake Charles & Northern Railroad  
   Co.  
   Louisiana Western Railroad Co.  
   Morgan's Louisiana & Texas Rail-  
   road & Navigation Co.  
   Southern Pacific Terminal Co.  
   Texas & New Orleans Railroad Co.  
   The Direct Navigation Co.  
 St. Louis-San Francisco Railway Sys-  
   tem, including subsidiary lines.  
 Tennessee Central Railroad Co.  
 Texas Midland Railroad.  
 Union Pacific Railroad Co.  
   Oregon Short Line Railroad Co.  
   Oregon-Washington Railroad &  
   Navigation Co.  
   St. Joseph & Grand Island Rail-  
   way Co.  
 Wabash Railway Co.  
 Western Maryland Railway Co.  
 Western Pacific Railroad Co.

The organizations parties hereto, each of which has a dispute with one or more of the above-named carriers, are:

American Association of Railroad Ticket Agents.	International Brotherhood of Electrical Workers.
American Federation of Railroad Workers.	International Brotherhood of Firemen and Oilers.
American Train Dispatchers Association.	International Longshoremen's Association.
Brotherhood of Locomotive Engineers.	International Molders' Union of North America.
Brotherhood of Locomotive Firemen and Enginemen.	International Union of Steam and Operating Engineers.
Brotherhood of Railroad Signalmen of America.	Knights of Labor.
Brotherhood of Railroad Station Employees.	National Organization Masters, Mates and Pilots of America.
Brotherhood of Railroad Trainmen.	Order of Railroad Station Agents.
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.	Order of Railroad Telegraphers.
Brotherhood Railway Carmen of America.	Order of Railway Conductors.
International Alliance of Amalgamated Sheet Metal Workers.	Railroad Yardmasters of America.
International Association of Machinists.	Railway Employees' Department, A. F. of L.
International Association of Railroad Supervisors of Mechanics.	Switchmen's Union of North America.
International Brotherhood of Blacksmiths, Drop Forgers and Helpers.	United Association of Railway Employees of North America.
International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.	United Brotherhood of Carpenters and Joiners of America.
	United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

*History of the controversy.*—Immediately after the organization of this Board and on April 16, 1920, it received and took over for hearing a dispute that had been pending before what was known as the Bipartisan Board, between a large number of carriers which had been under Government control, including most, if not all, of those now before the Board in these cases, and their employees, which dispute, among other things, involved the question of wages.

After a full hearing and as careful consideration as the time and conditions would allow, the Board in that case (Dockets 1, 2, and 3) rendered its Decision No. 2, awarding certain increases and fixing what it deemed just and reasonable wages at that time for all the classes of employees of all the carriers then before the Board. The Board did not then undertake to, and under the law could not, make that decision a permanent award or standard. That decision or award was accepted in good faith and acted on both by the carriers and their employees parties to that decision; and certain other carriers not formerly parties to that case voluntarily applied and put in force the standard of wages fixed by the Board in its Decision No. 2. That decision was rendered at a period of inflation, rising prices and high costs of living. Since then changes, and in some respects very decided changes, have taken place in business, industrial, and financial conditions in the United States, and in a varying measure have affected all industries and the entire public.

We now find ourselves in a period of readjustment to which all interests sooner or later must conform.

Following the raise in wages granted by this Board in Decision No. 2, and to some extent based on that, the Interstate Commerce

Commission granted an increase of rates to the carriers which was put in force, but after this there came the inevitable pause in the rising tide of prices and business followed by the like inevitable recession, and in some lines a disastrous fall in prices, and the resulting cutting down of production. This has affected all lines of industrial life all over the United States and produced conditions which have to be met and in whose burdens all have to share.

Confronted by these conditions, the carriers before us, after conferences with the representatives of the different classes of their employees as to a reduction of wages, at which conferences there was a failure to reach an agreement, have filed their several complaints and brought their disputes before this Board for a decision as provided by law. The disputes were separately brought; the first being filed by the New York Central Railroad Co. on March 19, 1921, followed by numerous other carriers.

Some of the carriers presented disputes applicable only to a few of the classes of their employees; others applicable to nearly all classes of employees.

The board, appreciating and knowing the general financial and industrial conditions of the country, considered the appeals of some of the carriers for immediate action, and believing that the applications already filed would soon be followed by numerous others, took cognizance of the fact that most of the evidence offered or to be offered in one case would be material and common to all, and that it would be impracticable to reach an early decision in the time at the disposal of the board if the cases were heard and considered separately, the board at that time being engaged in hearing other pressing matters, on April 6, 1921, passed a resolution reciting in substance these facts, and that it was desirable that the board hear at one time and decide in one decision, so far as may be possible, the question as to what may constitute just and reasonable wages for all the classes of employees of the carriers parties to Decision No. 2, as to whose wages there might be a dispute, and ordered and directed that Monday, April 18, 1921, be set as a date for hearing, at which time the board would hear representatives of the parties to disputes where applications had been filed, and of other disputes filed at that time between carriers and employees of carriers parties to Decision No. 2, if ready for presentation, and the board consolidated all the cases for the purpose of hearing and decision so far as practicable.

On the date set the carriers herein named had filed the applications for hearing of disputes with the classes of their employees herein named and set out. The time was limited for the oral hearings to five days for the carriers and five days for the representatives of the employees, but the Board afterwards gave the employees further time to prepare their cases for hearing, and slightly extended the time. Both parties were also allowed to file certain documents in evidence bearing upon the matters in dispute.

The hearings in these cases were completed on May 16, 1921, and the Board has since had the cases before it under consideration.

Pending the hearing which commenced on April 18, and since, a considerable number of the carriers before the Board in that hearing have filed with the Board numerous other cases of disputes with other classes of their employees, and other carriers which had no cases

pending before the Board on the 18th of April have filed cases of disputes, and such cases are still being received. The Board has been impressed with the belief that a reduction of rates of pay on any road applying to some class or classes and not to others, and thus producing inequalities of treatment and a reduction of wages from the standards fixed by and in Decision No. 2 on some roads, without a corresponding reduction on others operating in the same section and under substantially the same conditions, would possibly be productive of unrest, dissatisfaction, and other unfortunate results. It therefore deemed it desirable to render its decision in as many cases and applying to all or as many classes as might come before it at one and the same time and make it effective as of and on the same date. It also deemed it desirable to fix and announce that date in advance so that all parties could in a measure adjust their affairs with that information before them.

With all these things in view, after having considered the evidence heard in the cases before it, the Board on the 17th of May passed and made public a resolution to the effect that it would announce its decision in these cases on June 1, 1921, to become effective July 1, 1921; and it further decided and announced that it set June 6, 1921, as the date for hearing all other like disputes filed, docketed, and ready for hearing at that time, it being the purpose of the Board to make its decision of those disputes then heard effective as of July 1, 1921.

In pursuance of this policy and these orders, it now announces its decision in these consolidated cases already heard.

In the hearing and consideration of these cases there has been available to the Board all the evidence taken and now on file adduced in the hearings of the cases heretofore brought before the Board, information gathered by the Board and its forces under the directions of the statute, including reports of the Interstate Commerce Commission and various other governmental agencies, State and national, in addition to the very voluminous mass of evidence submitted at these hearings by the respective parties, as well as matters of general and universal public knowledge.

As in Decision No. 2, granting increases in wages, the Board found it necessary to assume a known and recognized base and adopted as such base the rates of wages in effect March 1, the date of the termination of Federal control, so in this decision the Board assumes as its base the rates fixed and in effect under and by its Decision No. 2.

Except as modified by changed conditions, the preliminary statement set out in and as a part of its Decision No. 2 might well be here repeated, but that is not deemed necessary. Practically the same methods of procedure there outlined were followed in these cases. The Board has been governed by the same principles and the directions of the law as there outlined, and has endeavored to give due consideration to every element of the problem before it.

The decision of the Board is the result of the action of the Board, composed of nine members acting as a body, under the usual parliamentary methods of procedure and its own rules. Each and every separate question was considered and voted upon—each and every rate for each class was voted upon and adopted by a majority vote of the Board, and in every instance one or more of the public group,

as the law requires, voted in the affirmative on any classification or rate adopted.

In a problem so complex and involving the interrelationship of the wages of so many different classes of employees it is obvious that there could not be unanimous agreement among all the members of the Board on all decreases fixed by this decision; but the several decreases hereinafter set forth represent, in each instance, the best judgment of the majority of the Board. This statement is made in order that it may not be inferred that the decision, in all its details, states the precise decrease which any one of the members hereof might have stated if he had the sole power and responsibility for fixing such decrease.

The Board proceeding under the methods outlined, while not attempting to set out all the findings in detail, for the information of the public and those directly interested, may here briefly outline some of its findings which have been considered in reaching the results herein announced.

It finds that since the rendition of its Decision No. 2 there has been a decrease in the cost of living. What that decrease has been it is impossible to state with mathematical accuracy or even what the general average for the United States has been up to and on any given date. The machinery for procuring and stating with accuracy the data to fix this is by no means perfect. The decreases vary greatly according to the locality, and affect different people in different degrees. In some localities the general decrease has been greater than in others. In the cities the general decreases in some lines have been offset to some extent by the high rents. In some of the items or products that enter into the costs of living the fall in prices has been great; in others, much less.

The board also finds that the scale of wages for similar kinds of work in other industries has in general been decreased. The same conditions are also found as to this element. It is practically impossible to find any exact average line of decrease for the entire country. The decreases vary in different industries and in different localities, and in some instances with different industries, individuals, or corporations. In some places and classes the decrease has been heavy; in others not so great. There has been a decrease, and the tendency is at present downward.

But the most unfortunate condition is that in many localities large numbers are out of employment on account of the prevailing depression, and hence without wages.

On these elements and the others prescribed by statute to be considered, the Board has looked to the general conditions existing and brought to its attention, as well as the evidence offered as to particular localities and carriers.

In a decision of this character it is not practical to fix rates applying with exact ratio to each individual employee and each separate locality, for the reason that necessity compels the Board to accept certain standardizations of pay for railroad employees. But these standards are now somewhat different in different regions, and so the decreases will have relatively the same general effect.

The Board believes that based on these elements shown, i. e., the decreased costs of living and the general decrease in the scale of

wages in other industries, that the decreases herein fixed are justified and required.

But the Board is required by the Transportation Act to consider not one but all of the seven elements especially mentioned in the act and other relevant circumstances, and this it has endeavored to do in reaching the results herein announced.

It has endeavored to consider as it should all the elements that enter into this complex problem. There are certain facts and conditions known to all and which can neither be disputed nor ignored. Whatever may be said as to the origin or contributing causes, there has been and is a marked, and to some extent distressing and disastrous, depression in business and industry affecting the entire country and some lines of production most seriously. As a result heavy financial losses have been suffered and many hundreds of thousands thrown out of employment and deprived of all wages, and this loss of purchasing power by them has in turn accelerated the general depression by reducing the demand for the products they would otherwise have purchased. While it has been argued that the fall in prices has not reached to any large extent the consumer, it has without question most disastrously reached and affected the producers, especially some lines of manufacture and the agricultural classes.

It should be recognized by all that the problem before us is chiefly an economic one, and we are all confronted by adverse and troublesome conditions which everyone must help to solve. It should not be looked upon as a struggle between capital and labor, or the managements and the employees.

*Decision.*—The Labor Board decides:

1. That the rates of wages heretofore established by the authority of the United States Railroad Labor Board shall be decreased as hereinafter specified, and that such decreases shall be effective as of July 1, 1921.

2. That the scope of this decision is limited to the carriers named under Article I herein, to such carriers as may be included hereafter by addenda, and to the specific classes of employees named or referred to under each particular carrier.

3. That the reduction in wages hereby authorized shall be made in accordance with the following articles which prescribe the regulations, designate the employees affected, and establish the schedules of decreases.

#### ARTICLE I.—CARRIERS AND EMPLOYEES AFFECTED.

Each of the following carriers shall make deductions from the rates of wages heretofore established by the authority of the United States Railroad Labor Board, for the specific classes of its employees named or referred to in this article, in amounts hereinafter specified for such classes in the schedules of decreases; apply the rates of wages established in section 3 (*b*) of Article II, and sections 1, 2, 3, and 4 of Article X; and make effective the rates of wages fixed by differentials provided in section 4 of Article IV.

The article and section numbers used in connection with a carrier refer to the corresponding article and section numbers in the schedules of decreases, and in determining the classes of employees affected on each carrier the following rules shall govern:

(a) When section numbers are used in connection with a carrier without naming the classes, all classes of employees named in the corresponding section numbers of the schedules of decreases are affected.

(b) When section numbers are used in connection with a carrier and specific classes of employees are named, only the same classes of employees named in the corresponding section numbers of the schedules of decreases are affected.

(c) Where section numbers are omitted in connection with a carrier, the classes of employees named in the corresponding section number of the schedules of decreases are not affected.

Ann Arbor Railroad Co.	Baltimore, Chesapeake & Atlantic Railway Co.
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.	Maryland, Delaware & Virginia Railway Co.
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.	Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.
Article IV. Sections 2, 3, and 4.	Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.
Article VIII. Sections 1, 2, and 3.	Article IV. Sections 2, 3, and 4.
Atchison, Topeka & Santa Fe Railroad Co.	Article V. Sections 1 and 2.
Grand Canyon Railway Co.	Belt Railway Co. of Chicago.
Rio Grande, El Paso & Santa Fe Railroad Co.	Article IV. Sections 2, 3, and 4.
Panhandle & Santa Fe Railway Co.	Article V. Sections 1 and 2.
Article II. Section 5. Janitors, and office, station and warehouse watchmen. Sections 7, 8, and 9.	Article VI. Sections 1, 2, 3, and 4.
Article III. Sections 6 and 8.	Articles VII. Sections 1, 3, and 4.
Bangor & Aroostook Railroad Co.	Boston & Albany Railroad.
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.	Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.	Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.
Article IV. Sections 1, 2, 3, and 4.	Article IV. Sections 1, 2, 3, and 4.
Article VIII. Sections 1, 2, and 3.	Article VIII. Sections 1, 2, and 3.
Article XII. Section 1. Dining car, restaurant, and hotel em- ployees.	Article IX. Sections 1, 2, 3, and 4.
Baltimore & Ohio Chicago Terminal Railway Co.	Boston & Maine Railroad.
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.	Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.	Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.
Article IV. Sections 2, 3, and 4.	Article IV. Sections 1, 2, 3, and 4.
Article VII. Sections 1, 3, and 4.	Article VIII. Sections 1, 2, and 3.
Article XI. Sections 1 and 2.	Article IX. Sections 1, 2, 3, and 4.
Baltimore & Ohio Railroad Co.	Buffalo, Rochester & Pittsburgh Rail- way Co.
Coal & Coke Railroad.	Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9.	Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.
Article III. Sections 1, 2, 3, 4, 5, 6, 7 and 8.	Article IV. Sections 2, 3, and 4.
Article IV. Sections 2, 3, and 4.	Article VIII. Sections 1, 2, and 3.
Article V. Sections 1 and 2.	Article IX. Sections 1, 2, 3, and 4.
Article VIII. Sections 2 and 3.	Buffalo & Susquehanna Railroad Cor- poration.
Article IX. Sections 2, 3, and 4.	Article II. Sections 2 and 3. Sec- tion 5. Janitors and watchmen. Section 6. Messengers. Sections 7 and 8.

Buffalo & Susquehanna Railroad Corporation—Continued.

Article III. Sections 3, 6, and 8.

Article IV. Sections 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Central Railroad Co. of New Jersey.

Article II. Section 4. Gatemen and baggage and parcel room employees. Section 5. Janitors and office, station, and warehouse watchmen. Section 6. Messengers. Sections 7, 8, and 9.

Article III. Section 6. Section 7. Crossing watchmen or flagmen and lamp lighters and tenders. Section 8.

Article IV. Section 4.

Article X. Sections 2 and 3.

Central Union Depot & Railway Co. of Cincinnati.

Article II. Sections 2 and 3. Clerks. Section 4. Train callers, gatemen, parcel room attendants, baggage checkmen, and baggage department employees. Section 5. Janitors. Section 7. Truckers.

Article III. Section 3. Section foremen. Section 4. Mechanics (painters and carpenters only). Section 6. Track laborers. Section 7. Crossing watchmen.

Article IV. Section 2. Electricians.

Article VIII. Section 1. Stationary engineers.

Central Vermont Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Chesapeake & Ohio Railway Co.

Chesapeake & Ohio Northern Railway Co.

Chesapeake & Ohio Railway Co. of Indiana.

Article II. Section 5. Janitors and watchmen. Section 6. Station attendants. Sections 7, 8, and 9.

Article III. Sections 6, 7, and 8.

Chicago & Alton Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1 and 2.

Chicago & Eastern Illinois Railroad Co.

Article III. Section 6.

Chicago & North Western Railway Co.

Article III. Sections 6 and 8.

Article VIII. Section 3.

Chicago & Western Indiana Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Chicago, Burlington & Quincy Railroad Co.

Article II. Sections 4, 5, 7, 8, and 9.

Article III. Sections 6 and 8.

Article VIII. Section 3.

Chicago Great Western Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 2 and 3.

Article IX. Sections 2, 3, and 4.

Article XII. Section 1. Dining car, restaurant employees, and train porters.

Chicago, Indianapolis & Louisville Railway Co.

Article II. Sections 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 2, 3, and 4.

Chicago Junction Railway Co.

Chicago River & Indiana Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article XII. Section 1. Patrolmen.

Chicago, Milwaukee & St. Paul Railway Co.

Article II. Section 5. Janitors and office, station, and warehouse watchmen. Sections 7, 8, and 9.

Article III. Sections 6 and 8.

## Chicago, Peoria &amp; St. Louis Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

## Chicago, Rock Island &amp; Pacific Railroad Co.

## Chicago, Rock Island &amp; Gulf Railroad Co.

Article II. Section 4. Train and engine crew callers and baggage and parcel room employees. Section 5. Janitors and office, station, and warehouse watchmen. Sections 6, 7, 8, and 9.

Art. III. Section 6. Section 7. Pile-driver, ditching, and hoisting firemen, pumpers, crossing watchmen or flagmen, and lamp lighters and tenders. Section 8.

Art. IV. Section 4.

Art. VIII. Sections 2 and 3.

## Cincinnati, Indianapolis &amp; Western Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Section 1.

Article IX. Sections 2, 3, and 4.

Article XI. Section 1.

## Cleveland, Cincinnati, Chicago &amp; St. Louis Railway Co.

## Cincinnati Northern Railroad Co.

## Evansville, Indianapolis and Terre Haute Railway Co.

## Louisville &amp; Jeffersonville Bridge &amp; Railroad Co.

## Muncie Belt Railway.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2 and 3.

Article IX. Sections 1, 2, 3, and 4.

## Delaware, Lackawanna &amp; Western Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

## Delaware, Lackawanna &amp; Western Railroad Co.—Continued.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 2, 3, and 4.

Article XII. Section 1. Police department and dining car department employees.

## Denver &amp; Rio Grande Railroad.

## Rio Grande Southern Railroad Co.

## Salt Lake City Union Depot &amp; Railroad Co.

Article II. Section 4. Train and engine crew callers and baggage and parcel room employees.

Section 5. Janitors and watchmen. Sections 6, 7, 8, and 9.

Article III. Section 6. Section 7. Pumpers, crossing watchmen, and lamp lighters and tenders. Section 8.

Article IV. Section 4.

Article VIII. Sections 2 and 3.

## Denver &amp; Salt Lake Railroad Co.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1 and 3.

Section 4. Foremen and helpers.

## Detroit Terminal Railroad Co.

Article II. Sections 1, 2, 3, 4, and 6.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

## Duluth, South Shore &amp; Atlantic Railroad Co.

## Mineral Range Railroad Co.

Article III. Sections 6 and 8.

Article VIII. Sections 2 and 3.

## El Paso &amp; Southwestern Railroad Co.

## El Paso &amp; Northeastern Railroad Co.

## El Paso &amp; Southwestern Railroad Co.

## El Paso &amp; Southwestern Railroad Co. of Texas.

Article II. Section 4. Train and engine crew callers. Section 5. Janitors, elevator operators, and office, station, and warehouse watchmen. Sections 6, 7, 8, and 9.

Article III. Section 5. Mechanics' helpers (bridge and building helpers only). Section 6. Section 7. Crossing watchmen. Section 8.

## Erie Railroad Co.

## Chicago &amp; Erie Railroad Co.

## New Jersey &amp; New York Railroad Co.

## New York, Susquehanna &amp; Western Railroad Co.

## Wilkes-Barre &amp; Eastern Railroad Co.

## Erie Railroad Co.—Continued.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1 and 2.

## Fort Worth &amp; Denver City Railway Co.

## Wichita Valley Railway Co.

Article II. Section 4. Baggage room employees (helpers and mail handlers only). Section 5. Janitors, and office, station and warehouse watchmen. Sections 7, 8, and 9.

Article III. Section 5. Mechanics' helpers (bridge, building, and water service helpers only). Section 6. Section 7. Crossing watchmen. Section 8.

## Grand Trunk Railway System (Western Lines).

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

## Great Northern Railway Co. (and controlled lines).

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article VIII. Sections 2 and 3.

Article IX. Sections 2, 3, and 4.

## Gulf Coast Lines.

Houston Belt & Terminal Railway Co.

New Iberia & Northern Railway Co.

New Orleans, Texas & Mexico Railroad Co.

Orange & Northwestern Railroad Co.

St. Louis, Brownsville & Mexico Railroad Co.

Article II. Section 4. Baggage room employees (porters only). Section 5. Janitors, elevator operators, and station and warehouse watchmen. Sections 7, 8, and 9.

Article III. Section 6. Section 7. Crossing watchmen and lamp lighters and tenders. Section 8.

Article IV. Section 4.

Gulf, Colorado & Santa Fe Railway Co.  
Beaumont Wharf & Terminal Co.

Article II. Section 4. Baggage room employees (porters only).

Section 5. Janitors and watchmen. Sections 7, 8, and 9.

Article III. Section 6. Section 7. Crossing watchmen. Section 8.

## Hocking Valley Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

## Illinois Central Railroad Co.

Chicago, Memphis & Gulf Railroad Co.

Yazoo & Mississippi Valley Railroad Co.

Article II. Section 4. Baggage room employees (helpers and mail handlers only). Section 5. Janitors and watchmen. Sections 7, 8, and 9.

Article III. Sections 6 and 8.

Article VIII. Section 3. Coal passers.

## Indiana Harbor Belt Railroad Co.

Article II. Section 5. Janitors, and station and warehouse watchmen. Sections 7, 8, and 9.

Article III. Section 6. Section 7. Crossing watchmen and lamp lighters. Section 8.

Article IV. Section 4.

Article VIII. Sections 1, 2, and 3.

## Indianapolis Union Railway Co.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IX. Sections 1, 2, 3, and 4.

## International &amp; Great Northern Railway.

Article II. Section 4. Train and engine crew callers, and baggage room employees. Section 5. Janitors, and office, station and warehouse watchmen. Sections 6, 7, 8, and 9.

Article III. Section 5. Mechanics' helpers (carpenter and painter helpers only). Section 6. Section 7. Pumpers, crossing watchmen, and lamp lighters and tenders. Section 8.

Article IV. Section 4.

## Kansas City Southern Railway Co.

Arkansas Western Railway Co.

Poteau Valley Railroad Co.

Kansas City Southern Railway Co.—Continued.

Texarkana & Fort Smith Railway Co.

Art. II. Section 4. Train and engine crew callers, and baggage-room employees (porters and mail handlers only). Section 5. Janitors, elevator and telephone-switchboard operators, and office, station, and warehouse watchmen. Sections 6, 7, 8, and 9.

Article III. Section 6. Section 7. Drawbridge tenders, pumps, crossing watchmen, and lamp lighters and tenders. Section 8.

Article IV. Section 4.

Kansas City Terminal Railway Co.

Article III. Sections 6 and 8.

Lake Erie & Western Railroad Co.

Fort Wayne, Cincinnati & Louisville Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Lehigh & New England Railroad Co.

Article II. Sections 7, 8, and 9.

Article III. Sections 4, 5, and 6.

Section 7. Crossing watchmen and lamp lighters and tenders. Section 8.

Article IV. Sections 2, 3, and 4.

Article VIII. Sections 2 and 3.

Article IX. Sections 2, 3, and 4.

Lehigh Valley Railroad Co.

Article II. Section 1. Foremen and subforemen (station and platform foremen, and assistant foremen only). Section 4. Section 5. Janitors, elevator and telephone switchboard operators, and office, station, and warehouse watchmen. Sections 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Long Island Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 2, 3, and 4.

Long Island Railroad Co.—Continued.

Article X. Sections 1 and 2.

Article XII. Section 1. Parlor car and club porters.

Los Angeles & Salt Lake Railroad Co.

Article II. Section 5. Janitors and office, station, and warehouse watchmen. Sections 7, 8, and 9.

Article III. Sections 6 and 8.

Louisville & Nashville Railroad Co.

Article II. Section 4. Baggage room employees (baggage and mail truckers only). Section 5. Janitors and office, station, and warehouse watchmen. Section 6. Station attendants. Sections 7, 8, and 9.

Article III. Section 6. Section 7. Drawbridge tenders and crossing watchmen. Section 8.

Article VIII. Sections 2, 3, and 4.

Article XII. Section 1. Tunnel watchmen.

Maine Central Railroad Co.

Portland Terminal Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Michigan Central Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2 and 3.

Article IX. Sections 1, 2, 3, and 4.

Minneapolis & St. Louis Railway Co.

Railway Transfer Co. of the City of Minneapolis.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Section 1.

Minneapolis, St. Paul & Sault Ste. Marie Railway Co.

Article III. Sections 6 and 8.

Article VIII. Sections 2 and 3.

Minnesota & International Railway Co.

Big Fork & International Falls Railway Co.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Missouri, Kansas & Texas Railway.  
Missouri, Kansas & Texas Railway of Texas.  
Wichita Falls & Northwestern Railway.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, and 6. Section 7. Crossing watchmen or flagmen, and lamp lighters and tenders. Section 8.  
Article IV. Sections 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.  
Article XI. Section 1.  
Missouri Pacific Railroad Co.  
Article II. Section 5. Station and warehouse watchmen. Sections 7, 8, and 9.  
Article III. Section 6. Section 7. Crossing watchmen and lamp lighters and tenders. Section 8.  
Article VIII. Section 3. Coal passers.  
Monongahela Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.  
Nashville, Chattanooga & St. Louis Railway.  
Article II. Sections 7, 8, and 9.  
Article III. Section 6. Section 8. Engine wipers, ash-pit men, flue borers, coal passers (except those coming under the provisions of sec. 3 of Article VIII, this decision), and coal chute men.  
Article IV. Section 3. Helpers (boiler washers only). Section 4.  
Article VIII. Section 2. Section 3. Coal passers.  
Article XII. Archmen and turntable operators.  
New York Central Railroad Co.  
Article II. Sections 1, 2, and 3. Section 4. Train and engine crew callers, train announcers, gatemen, and baggage and parcel room employees. Sections 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
New York, New Haven & Hartford Railroad Co.  
Central New England Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

New York, New Haven & Hartford Railroad Co.—Continued.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Section 1. Supervisory forces (hourly rated employees only). Sections 2, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.  
Article X. Sections 2 and 4.  
Article XII. Section 1. Dining-car and restaurant employees.  
New York, Ontario & Western Railway Co.  
Article II. Section 4. Baggage-room employees (porters only). Section 5. Janitors and office, station, and warehouse watchmen. Sections 7 and 9.  
Article III. Section 6. Section 7. Crossing watchmen and lamp lighters and tenders. Section 8.  
Article IV. Sections 2, 3, and 4.  
Article VIII. Section 3. Coal passers.  
Norfolk & Western Railway Co.  
Article II. Section 9.  
Article III. Sections 5, 6, 7, and 8.  
Northern Pacific Railway Co.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Northwestern Pacific Railroad Co.  
Article III. Section 6. Track laborers (section laborers, track walkers, extra gang laborers, and pitmen only).  
Oregon-Washington Railroad & Navigation Co.  
Article II. Section 5. Janitors and station and warehouse watchmen. Section 7.  
Article III. Sections 6 and 8.  
Article VIII. Section 2. Engine-room oilers (power plant oilers only). Section 3.  
Pennsylvania system (including subsidiary and affiliated lines).  
Article II. Sections 1, 2, and 3. Section 4. Train and engine crew callers, train announcers, gatemen, and baggage and parcel room employees. Sections 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 2, 3, and 4.  
Pere Marquette Railway Co.  
Article II. Section 5. Janitors, elevator operators, and station and warehouse watchmen. Sections 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Pere Marquette Railway Co.—Contd.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article IX. Sections 1, 2, 3, and 4.  
 Philadelphia & Reading Railway Co.  
 Atlantic City Railroad Co.  
 Catsauqua & Fogelsville Railroad Co.  
 Chester & Delaware River Railroad Co.  
 Delaware River Ferry Co. of New Jersey.  
 Gettysburg & Harrisburg Railway Co.  
 Middletown & Hummelstown Railroad Co.  
 Northeast Pennsylvania Railroad Co.  
 Perkiomen Railroad Co.  
 Philadelphia & Chester Valley Railroad Co.  
 Philadelphia, Newtown & New York Railroad Co.  
 Pickering Valley Railroad Co.  
 Port Reading Railroad Co.  
 Reading & Columbia Railroad Co.  
 Rupert & Bloomsburg Railroad Co.  
 Stony Creek Railroad Co.  
 Tamaqua, Hazleton & Northern Railroad Co.  
 Williams Valley Railroad Co.  
 Article II. Sections 1, 2, 3, 4, 5, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, and 6. Section 7. Crossing watchmen, and lamplighters and tenders. Section 8.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VIII. Sections 1 and 2.  
 Article IX. Sections 2, 3, and 4.  
 Article XII. Section 1. Drawbridge watchmen.  
 Pittsburgh & Lake Erie Railroad Co.  
 Lake Erie & Eastern Railroad Co.  
 Article II. Sections 1, 2, and 3.  
 Section 4. Train and engine-crew callers, train announcers, gate-men, and baggage and parcel-room employees. Section 5.  
 Section 6. Office boys, messengers, and chore boys. Section 7.  
 Station, platform, warehouse, transfer, and stock room freight handlers or truckers. Section 9.  
 Article III. Sections 1, 2, 3, 4, 5, and 6. Section 7. Pile driver, ditching and hoisting firemen, pumper engineers and pumpers, crossing watchmen, and lamplighters and tenders. Section 8.  
 Article IV. Section 1. Supervisory forces (foremen and assistant foremen in locomotive and car departments only). Sections 3 and 4.

Pittsburgh & Lake Erie Railroad Co.—Continued.  
 Article VIII. Sections 1 and 2.  
 Section 3. Boiler-room water tenders.  
 Article IX. Sections 1, 2, 3, and 4.  
 Pittsburgh & West Virginia Railway Co.  
 West Side Belt Railroad Co.  
 Article II. Sections 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, and 6. Section 7. Ditching firemen, pumper engineers and pumpers, crossing watchmen or flagmen, and lamp lighters and tenders. Section 8.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article VIII. Sections 1, 2, and 3.  
 Article IX. Sections 1, 2, 3, and 4.  
 Rutland Railroad.  
 Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article VIII. Sections 1, 2, and 3.  
 Article IX. Sections 1, 2, 3, and 4.  
 St. Louis-San Francisco Railway System (including subsidiary lines).  
 Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Section 6. Section 7. Lamp lighters. Section 8.  
 Article IV. Sections 2, 3, and 4.  
 Southern Pacific Co. (Pacific system).  
 Article II. Sections 7, 8, and 9.  
 Article III. Section 6. Section 7. Crossing flagmen. Section 8.  
 Article IV. Section 4.  
 Southern Pacific lines in Texas and Louisiana.  
 Galveston, Harrisburg & San Antonio Railway Co.  
 Houston & Shreveport Railroad Co.  
 Houston & Texas Central Railroad Co.  
 Houston East & West Texas Railroad Co.  
 Iberia & Vermillion Railroad Co.  
 Lake Charles & Northern Railroad Co.  
 Louisiana Western Railroad Co.  
 Morgan's Louisiana & Texas Railroad & Navigation Co.  
 Southern Pacific Terminal Co.  
 The Direct Navigation Co.  
 Texas & New Orleans Railroad Co.  
 Article II. Section 4. Train and engine crew callers, train announcers, and gatemen. Section 5. Janitors, elevator operators, and office, station, and warehouse watchmen. Section 6. Office boys, messengers, and chore boys. Sections 7, 8, and 9.

**Southern Pacific lines in Texas and Louisiana—Continued.**

Article III. Section 5. Mechanics' helpers (carpenters, painters, and steel-bridge gang helpers only). Section 6. Section 7. Drawbridge tenders and crossing watchmen. Section 8.

Article IV. Section 2. Carmen (freight-car carpenters and painters, car repairers, oilers, inspectors, and air-brake repairmen only). Section 3. Helpers (car repairers' helpers only). Section 4.

Article XII. Baggage room and station porters, crossing gate-men, and roadway machine watchmen.

**Staten Island Rapid Transit Railway Co.**

Article II. Section 9. Station and storehouse laborers.

Article III. Section 6. Section 7. Crossing watchmen and lamp-lighters and tenders. Section 8.

Article IV. Section 4.

Article VIII. Section 2. Stationary firemen. Section 3. Boiler-room water tenders.

Article XII. Station talley-men and stockmen.

**Tennessee Central Railroad Co.**

Article II. Section 5. Janitors, office, station, and warehouse watchmen, and waybill assorters. Sections 6, 7, 8, and 9.

Article III. Sections 6 and 8.

Article IV. Section 3. Helpers (boiler washers, carmen, and material carriers only). Section 4.

**Texas Midland Railroad.**

Article II. Section 4. Train and engine crew callers, and baggage room employees (helpers only). Section 5. Janitors, and office, station, and warehouse watchmen. Sections 7, 8, and 9.

Article III. Section 1. Bridge and building foremen. Section 3. Section 4. Mechanics (bridge and building carpenters only). Sections 6 and 8.

Article IV. Section 2. Carmen. Section 3. Helpers (carmen helpers only). Section 4.

Article VII. Section 1. Brakemen.

**Toledo & Ohio Central Railway Co.**

**Kanawha & Michigan Railway Co.**

**Kanawha & West Virginia Railroad Co.**

**Toledo & Ohio Central Railway Co.—Continued.**

**Zanesville & Western Railway Co.**

Article II. Sections 1, 2, and 3.

Section 4. Train and engine crew callers, train announcers, gate-men, and baggage and parcel room employees. Sections 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Section 1. Section 2. Machinists, boiler makers, black-smiths, sheet metal workers, electrical workers, and carmen. Sections 3 and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

**Union Pacific Railroad Co.**

**Oregon Short Line Railroad Co.**

**St. Joseph & Grand Island Railway Co.**

Article II. Section 5. Janitors and station and warehouse watchmen. Sections 7, 8, and 9.

Article III. Sections 6 and 8.

Article VIII. Section 2. Engine-room oilers (power-plant oilers only). Section 3.

**Wabash Railway Co.**

Article II. Section 5. Janitors and office, station, and warehouse watchmen. Sections 7, 8, and 9.

Article III. Sections 6, 7, and 8.

Article VIII. Section 3. Coal passers.

**Western Maryland Railway Co.**

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Section 2.

**Western Pacific Railroad Co.**

Article II. Section 4. Train and engine crew callers. Section 5. Janitors and office, station, and warehouse watchmen. Sections 6, 7, 8, and 9.

Article III. Section 5. Mechanics' helpers (bridge and building department helpers only). Section 6. Section 7. Drawbridge tenders, pumpers, and crossing watchmen. Section 8.

Article IV. Section 4.

Article VIII. Section 3. Coal passers.

Article XII. Section 1. Extra gang timekeepers.

## ARTICLE II.—CLERICAL AND STATION FORCES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedule of decreases per hour:

(NOTE.—For clerks without previous experience hereafter entering the service of a carrier, rates of wages specified in sec. 3 (b), this article are hereby established.)

Section 1. Storekeepers, assistant storekeepers, chief clerks, foremen, subforemen, and other, clerical supervisory forces, 6 cents.

Section 2. (a) Clerks with an experience of two or more years in railroad clerical work, or clerical work of a similar nature in other industries, or where their cumulative experience in such clerical work is not less than two years, 6 cents.

(b) Clerks with an experience of one year and less than two years in railroad clerical work, or clerical work of a similar nature in other industries, or where their cumulative experience in such clerical work is not less than one year, 13 cents.

Section 3. (a) Clerks whose experience as above defined is less than one year, 6½ cents.

(b) Clerks without previous experience hereafter entering the service will be paid a monthly salary at the rate of \$67.50 per month for the first six months, and \$77.50 per month for the second six months.

Section 4. Train and engine crew callers, assistant station masters, train announcers, gatemen, and baggage and parcel room employees (other than clerks), 10 cents.

Section 5. Janitors, elevator and telephone-switchboard operators, office, station and warehouse watchmen, and employees engaged in assorting way bills and tickets, operating appliances or machines for perforating, addressing envelopes, numbering claims and other papers, gathering and distributing mail, adjusting dictaphone cylinders, and other similar work, 10 cents.

Section 6. Office boys, messengers, chore boys and other employees under 18 years of age, filling similar positions, and station attendants, 5 cents.

Section 7. Station, platform, warehouse, transfer, dock, pier, storeroom, stockroom, and team-track freight handlers or truckers, and others similarly employed, 6 cents.

Section 8. The following differentials shall be maintained between truckers and the classes named below:

(a) Sealers, scalers, and fruit and perishable inspectors, 1 cent per hour above truckers' rates as established under section 7.

(b) Stowers or stevedores, callers or loaders, locators and coopers, 2 cents per hour above truckers' rates as established under section 7.

The above shall not operate to decrease any existing higher differentials.

Section 9. All common laborers in and around stations, storehouses and warehouses, not otherwise provided for, 8½ cents.

## ARTICLE III.—MAINTENANCE OF WAY AND STRUCTURAL AND UNSKILLED FORCES SPECIFIED.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Bridge, building, painter, construction, mason and concrete, water supply, and plumber foremen (except water supply and plumber foremen coming under the provisions of sec. 1 of Art. IV, this decision), 10 cents.

Section 2. Assistant bridge, building, painter, construction, mason and concrete, water supply, and plumber foremen, and for coal wharf, coal chute, and fence gang foremen, pile-driver, ditching, and hoisting engineers and bridge inspectors (except assistant water supply and plumber foremen coming under the provisions of sec. 1 of Art. IV, this decision), 10 cents.

Section 3. Section, track and maintenance foremen, and assistant section, track and maintenance foremen, 10 cents.

Section 4. Mechanics in the maintenance of way and bridge and building departments (except those that come under the provisions of the national agreement with the Federated Shop Trades), 10 cents.

Section 5. Mechanics' helpers in the maintenance of way and bridge and building departments (except those that come under the provisions of the national agreement with the Federated Shop Trades),  $7\frac{1}{2}$  cents.

Section 6. Track laborers, and all common laborers in the maintenance of way department and in and around shops and roundhouses, not otherwise provided for herein,  $8\frac{1}{2}$  cents.

Section 7. Drawbridge tenders and assistants, pile-driver, ditching, and hoisting firemen, pumper engineers and pumpers, crossing watchmen or flagmen, and lamp lighters and tenders,  $8\frac{1}{2}$  cents.

Section 8. Laborers employed in and around shops and roundhouses, such as engine watchmen and wipers, fire builders, ash-pit men, flue borers, coal passers (except those coming under the provisions of sec. 3 of Art. VIII, this decision), coal chute men, etc., 10 cents.

#### ARTICLE IV.—SHOP EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

(NOTE.—For car cleaners rates of wages fixed by a differential shown in sec. 4, this article, are hereby established.)

Section 1. Supervisory forces, 8 cents.

Section 2. Machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, carmen, molders, cupola tenders and coremakers, including those with less than four years' experience, all crafts, 8 cents.

Section 3. Regular and helper apprentices and helpers, all classes, 8 cents.

Section 4. Car cleaners shall be paid a rate of 2 cents per hour above the rate established in section 6 of Article II, this decision, for regular track laborers at points where car cleaners are employed.

#### ARTICLE V.—TELEGRAPHERS, TELEPHONERS, AND AGENTS.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Telegraphers, telephone operators (except switchboard operators), agents (except agents at small nontelegraph stations as referred to in Supplement No. 13 to General Order No. 27, Article IV, section c), agent telegraphers, agent telephoners, towermen, lever men, tower and train directors, block operators, and staffmen, 6 cents.

Section 2. Agents at small nontelegraph stations as referred to in Supplement No. 13 to General Order No. 27, Article IV, section (c), 5 cents.

#### ARTICLE VI.—ENGINE SERVICE EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per mile, per hour, or per day, as the case may be:

##### SECTION 1—PASSENGER SERVICE.

Class.	Per mile (cents).	Per day.	Class.	Per mile (cents).	Per day.
Engineers and motormen.....	.48	\$0.48	Helpers (electric).....	.48	\$0.48
Firemen (coal or oil).....	.48	.48			

## SECTION 2.—FREIGHT SERVICE.

Class.	Per mile (cents).	Per day.	Class.	Per mile (cents).	Per day.
Engineers (steam, electric, or other power).....	.64	\$0.64	Firemen (coal or oil).....	.64	\$0.64
			Helpers (electric).....	.64	.64

## SECTION 3.—YARD SERVICE.

Class.	Per hour (cents).	Class.	Per hour (cents).
Engineers.....	8	Helpers (electric).....	8
Firemen (coal or oil).....	8		

## SECTION 4.—HOSTLER SERVICE.

Class.	Per day.	Class.	Per day.
Outside hostlers.....	\$0.64	Helpers.....	\$0.64
Inside hostlers.....	.64		

## ARTICLE VII.—TRAIN SERVICE EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per mile, per day, or per month, as the case may be:

## SECTION 1.—PASSENGER SERVICE.

Class.	Per mile (cents).	Per day.	Per month.
Conductors.....	.4	\$0.60	\$18.00
Assistant conductors or ticket collectors.....	.4	.60	18.00
Baggagemen handling both express and dynamo.....	.4	.60	18.00
Baggagemen operating dynamo.....	.4	.60	18.00
Baggagemen handling express.....	.4	.60	18.00
Baggagemen.....	.4	.60	18.00
Flagmen and brakemen.....	.4	.60	18.00

## SECTION 2.—SUBURBAN SERVICE (EXCLUSIVE).

Class.	Per mile (cents).	Per day.	Per month.
Conductors.....	.4	\$0.60	\$18.00
Ticket collectors.....	.4	.60	18.00
Guards performing duties of brakemen or flagmen.....	.4	.60	18.00

## SECTION 3.—FREIGHT SERVICE.

Class.	Per mile (cents).	Per day.
Conductors (through).....	.64	\$0.64
Flagmen and brakemen (through).....	.64	.64
Conductors (local or way freight).....	.64	.64
Flagmen and brakemen (local or way freight).....	.64	.64

## SECTION 4.—YARD SERVICE.

Class.	Per day.
Foremen .....	\$0.64
Helpers .....	.64
Switchtenders .....	.64

## ARTICLE VIII.—STATIONARY ENGINE (STEAM) AND BOILER ROOM EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Stationary engineers (steam), 8 cents.

Section 2. Stationary firemen and engine room oilers, 8 cents.

Section 3. Boiler room water tenders and coal passers, 6 cents.

## ARTICLE IX.—SIGNAL DEPARTMENT EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Signal foremen, assistant signal foremen, and signal inspectors, 8 cents.

Section 2. Leading maintainers, gang foremen, and leading signalmen, 8 cents.

Section 3. Signalmen, assistant signalmen, signal maintainers, and assistant signal maintainers, 8 cents.

Section 4. Helpers, 6 cents.

## ARTICLE X.—FLOATING EQUIPMENT EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, the following schedules of decreased rates of pay are established:

## SECTION 1.—FERRIES.

Class.	Per month.	Class.	Per month.
Captains.....	\$200	Firemen and oilers (unlicensed).....	\$140
Engineers.....	190	Deck hands.....	125
Firemen and oilers (licensed).....	140	Porters.....	100

## SECTION 2.—TUGS AND STEAM LIGHTERS.

Class.	Per month.	Class.	Per month.
Captains.....	\$200	Engineers.....	\$190
Mates and first deck hands (licensed).....	130	Firemen and oilers (licensed).....	140
First deck hands (unlicensed).....	130	Firemen and oilers (unlicensed).....	140
Second deck hands .....	125	Bridgemen.....	125
Floatmen and float watchmen.....	125		

## SECTION 3.—LIGHTERS AND BARGES.

Class.	Per month.	Class.	Per month.
Captains, steam hoist, single drum.....	\$135	Captains, derricks, 30-ton hoist and over...	\$150
Engineers, steam hoist, single drum.....	145	Engineers, derricks, 30-ton hoist and over..	160
Captains, steam hoist, double drum.....	140	Mates, derricks.....	100
Engineers, steam hoist, double drum.....	150	Captains, hand winch lighters and covered barges.....	130
Captains, derricks, under 30-ton hoist.....	140		
Engineers, derricks, under 30-ton hoist....	150		

## SECTION 4.—LIGHTERS AND BARGES.

Class.	Per month.	Class.	Per month.
Captains, hand hoist barges, covered lighters.....	\$120	Captains, steam hoist, double drum.....	\$130
Captains, steam hoist, single drum.....	125	Engineers, steam hoist, single drum.....	135
		Engineers, steam hoist, double drum.....	140

## ARTICLE XI.—OTHER SUPERVISORY FORCES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Train dispatches, 8 cents.

Section 2. Yardmasters and assistant yardmasters, 8 cents.

## ARTICLE XII.—MISCELLANEOUS EMPLOYEES.

For the miscellaneous classes of supervisors and employees not specifically listed under any article, named in connection with a carrier affected by this decision, use the following rule for making decreases:

Section 1. For miscellaneous classes of supervisors and employees in the hereinbefore-named departments properly before the Labor Board and named in connection with a carrier affected by this decision, deduct an amount equal to the decreases made for the respective classes to which the miscellaneous classes herein referred to are analogous.

Section 2. The intent of this article is to extend this decision to certain miscellaneous classes of supervisors and employees submitted by the carriers, not specifically listed under any section in the classified schedules of decreases, and authorize decreases for such employees in the same amounts as provided in the schedules of decreases for analogous service.

## ARTICLE XIII.—GENERAL APPLICATION.

The general regulations governing the application of this decision are as follows:

Section 1. The provisions of this decision will not apply in cases where amounts less than \$30 per month are paid to individuals for special service which takes only a part of their time from outside employment or business.

Section 2. Decreases specified in this decision are to be deducted on the following basis:

(a) For employees paid by the hour, deduct the hourly decrease from the hourly rate.

(b) For employees paid by the day, deduct 8 times the hourly decrease from the daily rate.

(c) For employees paid by the month, deduct 204 times the hourly decrease from the monthly rate.

Section 3. The decreases in wages and the rates hereby established shall be incorporated in and become a part of existing agreements or schedules, or future negotiated agreements or schedules, and shall remain in effect until or unless changed in the manner provided by the Transportation Act, 1920.

Section 4. It is not intended in this decision to include or make decreases in wages for any officials of the carriers affected except that class designated in the Transportation Act, 1920, as "subordinate officials," and who are included in the Act as within the jurisdiction of this Board. The Act provides that the term "subordinate officials" includes officials of carriers of such class or rank as the Interstate Commerce Commission shall designate by regulation duly formulated and issued. Hence, whenever in this decision words are used, such as "foremen," "supervisors," etc., which may apply to officials, such words are intended to apply to only such classes of subordinate officials as are now or may hereafter be defined and classified by the Interstate Commerce Commission as "subordinate officials" within the meaning of the Transportation Act, 1920.

#### ARTICLE XIV.—INTERPRETATION OF THIS DECISION.

Should a dispute arise between the management and the employees of any of the carriers as to the meaning or intent of this decision, which can not be decided in conference between the parties directly interested, such dispute shall be referred to the United States Railroad Labor Board in the manner provided by the Transportation Act, 1920.

Section 1. All such disputes shall be presented in a concrete and joint signed statement setting forth:

- (a) The article of this decision involved.
- (b) The facts in the case.
- (c) The position of the employees.
- (d) The position of the management thereon.

Where supporting documentary evidence is used it shall be attached to the application for decision in the form of exhibits.

Section 2. Such presentations shall be transmitted to the Secretary of the United States Railroad Labor Board, who shall place same before the Labor Board for final disposition.

#### DECISION NO. 148.—DOCKET 360.

*Chicago, Ill., June 3, 1921.*

**Denver & Salt Lake Railroad Co. v. Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen.**

This decision is on a dispute between the Denver & Salt Lake Railroad Co. and its employees in train, engine, and yard service.

The facts and the contentions of the respective parties have been summarized by the Labor Board as follows:

*Statement.*—On July 31, 1920, the carrier notified the representatives of its train, engine, and yard service employees that it could not accept the then existing schedules of wages governing their rates of pay and conditions of service, and served on them formal 30-day notice to abrogate or revise the schedules of wages.

Subsequently, at request of the carrier, a number of conferences were held with its employees, but they failed to reach a decision.

The representatives of the employees then requested that the officers of the organizations to which they belonged be called in and that further conference be held between the carrier, its employees, and the officers of the organizations. This conference was held on March 18, 1921, at which changes in the schedule of wages as proposed by the carrier were further considered. The parties concerned failed to reach an agreement in this conference, and the representatives of the employees declined to make a joint submission of the dispute to the United States Railroad Labor Board, which resulted in the carrier making an *ex parte* submission to the Labor Board under date of March 21, 1921.

On April 30, 1921, the Labor Board decided to separate the question of revision of schedules of wages on the Denver & Salt Lake Railroad from Docket No. 353, and directed that the question of revision of schedules be referred to the supervisor of dockets for numbering, that hearing by Bureau No. 3 be set for 2 p. m., Wednesday, May 4, 1921, and that the parties concerned be notified.

Bureau No. 3 commenced the hearing of the case at the time mentioned, which hearing was completed on May 5, 1921, and at which hearing, upon request of the representatives of the employees, the receiver of the Denver & Salt Lake Railroad Co. furnished copies of the verbatim report of the proceedings of conference had between the carrier and the employees on March 18, 1921, to the representatives of the employees.

*Railroad's position.*—The representatives of the carrier stated that by reason of the conditions existing on the Denver & Salt Lake Railroad, including its inability to earn actual operating expenses, that it was necessary to modify the schedule of wages substantially as they proposed, if the operation of this railroad which serves an extensive coal field and agricultural district is to continue.

*Employees' position.*—The employees object to any reduction in rates of pay or changes in rules or working conditions that would tend to reduce their compensation, holding that the extra hazardous nature of the service on the Denver & Salt Lake Railroad is far greater than on any other American railroad, owing to extreme elevation, excessive grades and sharp curves, this being particularly true of the first district, Denver to Tabernash; further, that there has been no appreciable reduction in living costs of employees, but to the contrary there has been some increase.

*Decision.*—After carefully considering all facts in connection with this case the Labor Board decides that this carrier having been a party to the general hearing beginning April 18, 1921, involving wage reductions, the decreases authorized by decision No. 147 (Docket 353), effective July 1, 1921, will apply.

As to rules, the Board directs the representatives of the carrier and the employees to confer and decide so much of this dispute as may be possible, referring back to the Board the unsettled rules, if any, as soon as possible after July 1, 1921, the Labor Board will promulgate such rules as it determines to be just and reasonable to cover any working conditions regarding which the parties may have failed of agreement, such rules to be made effective as of July 1, 1921.

**DECISION NO. 149.—DOCKET 330.**

*Chicago, Ill., June 3, 1921.*

**Petition of St. Louis-Southwestern Railway Co. and St. Louis-Southwestern Railway Co. of Texas for rehearing on Docket 330, Decision No. 120.**

*Question.*—Application of St. Louis-Southwestern Railway Co. et al. for rehearing on Docket 330, Decision No. 120.

*Decision.*—The Labor Board, after due consideration of the motion of the St. Louis-Southwestern Railway Co. et al. for a rehearing of the dispute herein, overrules said motion and declines to reopen said case.

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**DECISION NO. 150.—DOCKET 81.**

*Chicago, Ill., June 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Brooklyn Eastern District Terminal.**

*Question.*—Request for reinstatement of James J. Lynch, foreman, Queensboro station, dismissed from the service May 11, 1920.

*Decision.*—Basing this decision on the evidence before it, including the proceedings of hearing and investigation conducted at New York on March 18, 1921, the Labor Board decides that request of the employees for the reinstatement of James J. Lynch is denied.

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**DECISION NO. 151.—DOCKET 163.**

*Chicago, Ill., June 3, 1921.*

**Railway Express Drivers, Chauffeurs and Conductors (Local No. 720) v. American Railway Express Co.**

*Question.*—Reinstatement of A. O. Luth, wagon conductor, Chicago, Ill., dismissed September 17, 1920.

*Decision.*—Basing its decision on the evidence before it, including proceedings of hearing on February 24, the Labor Board decides that request for the reinstatement of employee in question is denied.

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**DECISION NO. 152.—DOCKET 192.**

*Chicago, Ill., June 3, 1921.*

**American Train Dispatchers Association v. Chicago, Burlington & Quincy Railroad Co.**

*Question.*—Proper rate of pay for position of dispatcher at St. Joseph, Mo.

*Statement.*—In October, 1918, under an order of the United States Railroad Administration, the rate for the position in question was established at \$225 per month, and on April 7, 1919, under a readjustment of rates incident to reorganization of the force, the

rate was reduced to \$210 per month. The present rate for the position was established by adding to the rate in effect at the termination of Federal control the increase specified in section 1, Article XI, of Decision No. 2.

*Decision.*—The Labor Board decides that the method set out in Interpretation No. 2 to Decision No. 2 clearly outlines the intent of Decision No. 2 in applying the increases specified in that decision, and should govern in this dispute.

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DECISION NO. 153.—DOCKET 380.

*Chicago, Ill., June 7, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts) v. •  
The Texas & Pacific Railway.

*Question.*—The parties in this case undertook to proceed, under the directions of Decision No. 119, with the negotiation of an agreement as to rules and working conditions. At the outset the question arose between the parties as to whether an agreement should be made with each of the six shop crafts or with the Federated Shop Crafts representing said six crafts.

*Statement.*—The carrier contends that it had the right to insist that a separate agreement should be made with each of said crafts. The employees contend that the agreement should be a joint one, covering the rules and working conditions for all six crafts, and that the Federated Shop Crafts should conduct the negotiations for said agreement.

*Decision.*—The Labor Board decides that the work of the six shop crafts and the conditions under which it is performed are so similar in their main characteristics as to make it practicable and economical to treat said crafts as constituting such an organization or class of employees as is contemplated in the Transportation Act, 1920, and in Decision No. 119 of the Labor Board for the purpose in question, and that said six shop crafts may negotiate and enter into said agreement jointly through the Federated Shop Crafts, if they so elect, provided said system federation represents a majority of each craft or class.

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DECISION NO. 154.—DOCKET 379.

*Chicago, Ill., June 9, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. •  
Chicago & Eastern Illinois Railroad.

*Question.*—The question as stated in the joint submission is, has the system federation the right to insist under Decision No. 119 upon one agreement to cover employees when they represent in the following departments: Maintenance of equipment, maintenance of way and structures, and maintenance of signals and telegraph.

*Statement.*—This dispute is presented by joint statement signed by authorized representatives of the carrier and employees, and the facts under which the contention arose are—

In compliance with Decision No. 119 of the Labor Board the carrier designated and authorized representatives to confer with the representatives of the organizations of employees and decide so far as possible upon agreements covering rules and working conditions of the various classes of employees. The representatives of the employees were notified that the carrier's representatives were prepared to negotiate the following agreements:

1. Agreement covering maintenance of equipment department, applying to all machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, and carmen in that department, and to their respective apprentices and helpers.

2. Agreement covering maintenance of way department, applying to all employees in that department assigned to bridge and building work, water-service work, scale work, and track and roadway work.

3. Agreement covering signal and telegraph departments, applying to all employees in those departments assigned to construction, maintenance and repair of signals, interlocking crossing-protection devices, train control, and telegraph and telephone facilities.

The representatives of the maintenance of equipment department advised that they were prepared to proceed with negotiations, but insisted that there should be included in one agreement the rules and working conditions for all members of their crafts, whether employed in the maintenance of equipment, maintenance of way and structures, or maintenance of signals and telegraph departments.

The carrier's position is that under the law and Decision No. 119 of the Labor Board it has the right to insist upon separate contracts as above stated.

The employees' position is that they have a right to insist on one joint agreement covering all the members of their several classes included in the system organization.

*Decision.*—The Labor Board decides that the agreement between the Federated Shop Crafts and the carrier shall, if said federation so elects, cover and apply to all employees comprised in said class or crafts employed in the maintenance of way department and the signal and telegraph department, as well as the maintenance of equipment departments; provided, this decision shall not operate to prevent the negotiation of such special rules for said maintenance of way and signal and telegraph departments as are necessary for the economical operation of said departments and are peculiarly applicable to the nature of the work and the conditions surrounding it in said departments as distinguished from the more highly specialized work of the maintenance of equipment department.

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DECISION NO. 155.—DOCKET 381.

*Chicago, Ill., June 9, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago, Burlington & Quincy Railroad.

*Question.*—Has a system federation, which has the proper authority, the right under Decision No. 119 to negotiate one agreement to cover all men they represent employed by a carrier, regardless of the

department in which the employees are working, and shall the carrier negotiate such an agreement with the system federation?

*Decision.*—The Labor Board decides that the agreement between the Federated Shop Crafts and the carrier shall, if said federation so elects, cover and apply to all employees comprised in said class or crafts; provided, this decision shall not operate to prevent the negotiation of such special rules for employees represented in other departments as are necessary for the economical operation of such departments and are peculiarly applicable to the nature of the work and the conditions surrounding it in said other departments as distinguished from the more highly specialized work of the maintenance of equipment department.

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DECISION NO. 156.—DOCKET 108.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to positions of baggage and mail handlers in the service of the Missouri Pacific Railroad Co. at Kensett, Ark.?

*Statement.*—The employees in question, two baggagemen and two mailmen, are being paid under rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees which provides for a monthly rate to cover all service rendered. In the joint statement submitted in this case, it is stated that these employees, with the exception of one, are assigned to eight consecutive hours of service, exclusive of meal hour, and one to a continuous assignment of eight hours with no allowance for meals.

The employees contend that rule 49 does not apply to these employees, but that they should be paid on a daily basis as provided for in rules 57, 64, 65, and 66 of the clerks' national agreement.

The carrier states that these employees have a regular assignment the same as other employees on the railroad whose service begins and terminates at a designated hour, that such service for the day is intermittent and does not require continuous application, and contends that they are being properly paid on the basis established in rule 49.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the baggage and mail handlers in the service of the Missouri Pacific Railroad Co. at Kensett, Ark., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

## DECISION NO. 157.—DOCKET 109.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to position of gatemen employed in the Union Station, Little Rock, Ark.?

*Statement.*—There are four gatemen involved in this dispute. They are assigned to eight consecutive hours' continuous service without meal period per day (no meal period being allowed), and are engaged in the direction of passengers and the inspection of their transportation preparatory to boarding trains. During the interval between the arrival and departure of trains, no duties are assigned them, and there are periods of the day when they are not actually performing service.

The employees contend that these gatemen should be paid in accordance with rules 57, 64, 65, and 66 of the clerks' national agreement.

The carrier states that they are assigned to eight hours' service per day; that is, they have a time set to report for duty and a special time at which their services for the day are terminated, that their work is intermittent and does not require continuous application, and contends that they are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the gatemen in the service of the Missouri Pacific Railroad Co. at Little Rock, Ark., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

## DECISION NO. 158.—DOCKET 115.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to the position of train-crew caller at Paragould, Ark.?

*Statement.*—The employee in question works an assignment of eight hours extending from 7 a. m. to 5 p. m., less one hour for meals, and his duties consist of the calling of crews as instructed by the yardmaster. His position is classified and paid in accordance with

rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that the incumbent of this position is required to be on duty continuously eight hours exclusive of the meal period, and is, therefore, properly classified and paid under rules 57, 64, 65, and 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that the actual work of the position averages from two to five hours per day and the balance of the time is spent at the yard office or away from the property with the knowledge and permission of the yardmaster, that his work is not only intermittent but does not require continuous application and is, therefore, properly paid under rule 49.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board therefore decides that the train-crew caller in the service of the Missouri Pacific Railroad Co. at Paragould, Ark., is being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 159.—DOCKET 116.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to position of janitor in the superintendent's office at Fall City, Nebr.?

*Statement.*—Janitor in the superintendent's office, Fall City, Nebr., is classified and paid a monthly salary to cover all services rendered in accordance with the provisions of rule 49, national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. The work consists of general janitor work, sorting and delivering mail to various offices, and other related work.

The employees contend that rule 49 does not apply to the employee in question, as he is assigned to 8 consecutive hours of service, with 20 minutes for meals; that the duties of his position are not intermittent, and that they require continuous application; furthermore, that he is required to remain on duty for his entire assignment and is at no time relieved, and should, therefore, be paid in accordance with rules 57, 64, 65, and 66 of the clerks' national agreement.

The carrier states that the employee in question has a regular assignment the same as other employees on the railroad who have a

time set to report for duty and a designated hour at which their services for the day are terminated; that his service is intermittent, or not requiring continuous application, inasmuch as there are periods

of the day when he is not actually working, and contends that he is properly paid on the basis established by rule 49.

*Decision.*—The evidence before the Labor Board shows that the service performed by this employee does not require continuous application. The board therefore decides that the janitor in the service of the Missouri Pacific Railroad Co. at Fall City, Nebr., is being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 160.—DOCKET 134.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Jacksonville Terminal Co.**

*Question.*—Does rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees apply to position of chief gateman and gatemen at Jacksonville, Fla.?

*Statement.*—This dispute involves the classification and rate of pay of positions of chief gateman and gatemen at Jacksonville Terminal, who were, prior to January 1, 1920, paid on a monthly basis. Subsequent to that date they have been paid in accordance with the provisions of rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that the incumbents of the position in question are assigned to duty for 8 consecutive hours without leaving the terminal; that their service is not intermittent; and that they are not properly classified and paid under rule 49.

The carrier states that the service requires two shifts of 8 hours each to cover the period from 7 a. m. to 11 p. m., making two tours of 8 hours each, without meal period (the station being closed from 11 p. m. to 7 a. m.); that it does not require continuous application; and that the employees are now properly classified and paid.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board therefore decides that the chief gateman and gatemen in the service of the Jacksonville Terminal Co. at Jacksonville, Fla., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

## DECISION NO. 161.—DOCKET 196.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to baggagemen at Hot Springs, Ark.?

*Statement.*—There are employed at Hot Springs, Ark., two baggagemen whose duties consist of checking baggage which is loaded and unloaded from trains arriving at and departing from stations, preparing storage charges, and making required baggage reports, handling the cash, delivering and checking parcels and handling correspondence and messages in connection with the operation of the baggage room.

The employees contend that one baggageman is assigned to 8 hours and one to 10 hours and 15 minutes of consecutive service during which time they are required to remain on duty continuously; that their service is not intermittent; that it requires continuous application, and the positions should, therefore, be paid under the provisions of rules 57, 64, 65, and 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that the baggagemen in question have a regular reporting time and are relieved from duty at a designated hour, but that they are not actually working during the entire period of their assignment, and contends that their service is intermittent, that it does not require continuous application and that the employees are, therefore, properly classified and paid under the basis established by rule 49 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the baggagemen in the service of the Missouri Pacific Railroad Co. at Hot Springs, Ark., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

## DECISION NO. 162.—DOCKET 197.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Does rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees apply to the position of baggagemen at Auburn, Nebr.?

*Statement.*—There are two baggagemen involved in this dispute, one working days and one working nights. Their duties consist of checking and delivering baggage, applying storage checks, and collecting and sorting railroad and United States mail. These positions are classified and paid under rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that the positions are not properly paid under rule 49 as the incumbents are working continuous assignment of eight hours exclusive of the meal period; that their service is not intermittent; that it requires continuous application and should, therefore, be paid in accordance with rules 57, 64, 65, and 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that the baggagemen in question have a regular time to report for duty and are ordinarily relieved from duty at a designated time, but there are times during the tour of duty when they are not actually performing service, and contends that the service is intermittent, that it does not require continuous application, and that it is properly classified and paid in accordance with rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the Baggagemen in the service of the Missouri Pacific Railroad Co. at Auburn, Nebr., are being properly paid on the basis established by Rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 163.—DOCKET 199.

*Chicago, Ill., June 14, 1921*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees properly applicable to the position of warehouseman at Dexter, Mo.?

*Statement.*—The employee in question is designated on the pay roll under the title of warehouseman, and is paid a monthly salary to cover all service performed under the provisions of rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that this position is not of an intermittent character, that the duties require continuous application, and that rule 49 is not properly applicable to any employee who is regularly assigned to eight consecutive hours of service.

The carrier states that the employee in question reports for duty at 7 a. m. and is relieved from service at 4 p. m., and that his duties

consist of delivering mail to the post office, handling and checking an occasional piece of baggage or merchandise, sweeping out the station, and performing other work similar to that required of station helpers at local station, and contends that the service is intermittent, that it does not require continuous application and is, therefore, properly paid in accordance with the provisions of rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by this employee does not require continuous application. The Board, therefore, decides that the warehouseman in the service of the Missouri Pacific Railroad Co., at Dexter, Mo., is being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 164.—DOCKET 200.

*Chicago, Ill., June 14, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees properly applicable to the position of baggageman at Yates Center, Kans.?

*Statement.*—At the station above mentioned there is an employee classified on the pay roll as baggageman-janitor who is paid a monthly rate to cover all services rendered under the provisions of rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that there is no period of the tour of duty during which employee in question is released, that his service is not intermittent, that it requires continuous application, and should be paid on a daily basis as provided in rules 57, 64, 65, and 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that the employee in question is assigned to work eight consecutive hours, exclusive of the meal period, reports for duty at a regular reporting time and is relieved from duty at a designated time, and contends that there are periods of the day when he is not actually performing service, that the service is intermittent, that it does not require continuous application, and that it is properly paid under the provisions of rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by this employee does not require continuous application. The Board therefore decides that the baggageman in the service of the Missouri Pacific Railroad Co. at Yates Center, Kans.,

is being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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**DECISION NO. 165.—DOCKET 201.**

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees properly applicable to the positions of baggagemen at Pine Bluff, Ark.?

*Statement.*—There is employed by the Missouri Pacific Railroad Co. at Pine Bluff, Ark., a day and a night baggageman, who are paid a monthly rate to cover all services rendered under rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that these men are required to be on duty continuously eight hours, exclusive of the meal period, and that while there are times when they are not busy, nevertheless they are at all times held responsible for the baggage room and at no time permitted to leave the premises of the railroad, and should, therefore, be classified and paid in accordance with rules 57, 64, 65, and 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that the two baggagemen in question have a regular time to report for duty and are ordinarily relieved from duty at a regular hour, and that their duties are similar to those usually performed by employees serving in this capacity, and contends that their service is intermittent; that it does not require continuous application, and is therefore properly paid in accordance with rule 49 of the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board therefore decides that the baggagemen in the service of the Missouri Pacific Railroad Co. at Pine Bluff, Ark., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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**DECISION NO. 166.—DOCKET 205.**

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Ex-

press and Station Employees properly applicable to the position of baggageman at Monroe, La.?

*Statement.*—There is employed at the station in question a baggageman who is paid a monthly salary to cover all services rendered, in accordance with rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that the incumbent of this position is required to remain on duty continuously for nine hours, exclusive of meal period, and that while there are times when he is not performing work, nevertheless, he is held responsible for the baggage room during the entire period of his assignment, and should, therefore, be paid under rules 57, 64, and 65 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that the baggageman at the station in question reports for duty at 8 a. m., is released for the day at 6 p. m., and that there are varying periods of from 15 minutes to 1 hour and 56 minutes daily when the baggageman has no duties whatever to perform, and contends that the service is intermittent, that it does not require continuous application, and that it is properly paid under rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by this employee does not require continuous application. The board, therefore, decides that the baggageman in the service of the Missouri Pacific Railroad Co., at Monroe, La., is being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 167.—DOCKET 225.

Chicago, Ill., June 14, 1921.

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees properly applicable to the position of day porter at Gratiot Street Station, Missouri Pacific Railroad, St. Louis, Mo.?

*Statement.*—There is employed at the station in question a porter who is paid a monthly rate to cover all service rendered, in accordance with rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees contend that the porter in question is required to report for duty at 6 a. m., and is not relieved until 3 p. m., except for one hour for lunch, that he is at no time permitted to be absent

during his assignment, and that there is no time during his tour of duty when he is not actually engaged in the performance of some class of service, and, therefore, his position is not of an intermittent character and not properly paid under the provisions of rule 49.

The carrier states that the porter in question is employed in the agent's office at Gratiot Street Station, St. Louis, and assigned to various miscellaneous duties, the major portion of which is delivering messages, that he has a regular time to report for duty, that he is ordinarily relieved at a regular time, and that there are times during the period of his assignment when he is not actually performing service. The carrier, therefore, contends that the service is intermittent, that it does not require continuous application, and that it is properly classified and paid in accordance with rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—The evidence before the Labor Board shows that the service performed by this employee does not require continuous application. The Board therefore decides that the porter in question is being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 168.—DOCKET 237.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Northern Pacific Railway Co.**

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees properly applicable to the positions of gatemen in the employ of the Northern Pacific Railway Co., Tacoma, Wash.?

*Statement.*—The Northern Pacific Railway Co. has in its employ at Tacoma, Wash., certain employees under the title of "gatemen" whose duties consist in attending gates leading from passenger station to train sheds and in directing passengers to and from trains. These employees are assigned to eight hours' service, exclusive of meal period, seven days per week, and receive a monthly salary to cover all service performed under the provisions of rule 49 of the clerks' national agreement.

The employees state that the gatemen in question are not permitted to absent themselves from the building except during the meal period, and that when they are not actually stationed at the gates they are engaged in directing passengers or answering questions asked by patrons of the railroad and contend that they should be classified and paid in accordance with rule 66 of the clerks' national agreement.

The carrier states that the service performed by the gatemen in question does not require continuous application, is intermittent in character, and that the employees are properly classified and paid under the provisions of rule 49 of the clerks' national agreement.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board therefore decides that the gatemen in the service of the Northern Pacific Railway Co. at Tacoma, Wash., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 169.—DOCKET 238.

*Chicago, Ill., June 14, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to positions of engine-crew callers at Pasco, Wash?

*Statement.*—In the mechanical department of the Northern Pacific Railway at Pasco, Wash., there are employed three engine-crew callers, each working a shift of eight hours, whose duties consist of calling engine crews either in person or by telephone, running errands, and doing work of a similar nature. They are required to be on duty continuously during their assignments of eight consecutive hours, exclusive of meal period, seven days a week, and are paid a monthly rate to cover all services rendered under rule 49 of the clerk's national agreement.

The employees contend that these callers are obliged to be available for services at all times during their assignment, and should be paid in accordance with rule 66 of the clerks' national agreement.

The carrier contends that the service is intermittent, that it does not require continuous application, and employees are now properly classified and paid in accordance with the agreement.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the engine-crew callers in the service of the Northern Pacific Railway Co. at Pasco, Wash., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 170.—DOCKET 293.

*Chicago, Ill., June 14, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to train and engine crew callers at Chaffee, Mo.

*Statement.*—There are employed at Chaffee, Mo., by the carrier involved in this dispute, five train and engine crew callers whose duties consist of calling crews, marking up train boards, making and delivering lists of line-ups to agent, yardmaster, and chief dispatcher, and delivering messages. The employees in question are paid a monthly salary to cover all service performed under rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier contends that the train and engine crew callers are now properly classified and paid. The employees contend that they are continuously employed and should be classified and paid in accordance with rule 66 of the clerks' national agreement.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the train and engine crew callers in the service of the St. Louis-San Francisco Railway Co., at Chaffee, Mo., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 171.—DOCKET 295.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Hannibal Union Depot Co.**

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to positions of station baggagemen at Hannibal, Mo.?

*Statement.*—The employees involved in this dispute are classified as station baggagemen and are paid a monthly salary to cover all service performed in accordance with rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees state that the baggagemen in question are required to handle baggage to and from trains, and when not so engaged are performing miscellaneous duties in connection with the operation of the baggage room, and that they are required to be on duty continuously throughout their assignments, except during the meal period without an actual break in their service, and contend that they are not properly classified and paid under rule 49 of the clerks' national agreement.

The carrier states that the service performed by these employees is intermittent and does not require continuous application, and contends that the employees are properly paid under rule 49 of the clerks' national agreement.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the station baggagemen in question are being properly paid on the basis established by

rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 172.—DOCKET 305.

*Chicago, Ill., June 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to positions of messengers in the service of the Missouri Pacific Railroad Co. at Kansas City, Mo.?

*Statement.*—There are employed at Kansas City, Mo., 16 messengers whose duties consist of carrying mail, waybills, and messages between the local freight office, warehouse, and yard office. All of these employees are paid a monthly rate to cover all service performed under rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The employees state that these messengers are required to be on duty continuously for eight hours, exclusive of meal period, and that they are at no time permitted to leave the premises of the railroad, and contend that their service is not intermittent, that their duties require continuous application, and that, therefore, they should be classified and paid in accordance with rules 57, 64, 65, and 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that the service performed by these employees is of an intermittent character, does not require continuous application, and that they are properly paid under rule 49 of the clerks' national agreement.

*Decision.*—The evidence before the Labor Board shows that the service performed by these employees does not require continuous application. The Board, therefore, decides that the messengers in the service of the Missouri Pacific Railroad Co., at Kansas City, Mo., are being properly paid on the basis established by rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 173.—DOCKET 392.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri, Kansas & Texas Railway; Missouri, Kansas and Texas Railway of Texas; Wichita Falls & Northwestern Railway.**

*Question.*—Shall an agreement covering rules and working conditions of the employees of a carrier be made directly with the employees or with an organization representing the employees?

*Statement.*—In this case the carriers contend that it is their duty to make an agreement as to rules and working conditions with the employees concerned and not with an organization. The carriers concede that the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees represents a majority of that class of its employees but declined to permit the caption of the proposed agreement to show that the employees covered by the agreement were represented by said brotherhood.

The carriers also objected to the caption offered by the organization on the ground that by its terms it would not cover the employees not members of the organization and would result in a "closed shop" on that property.

The clerks' organization contends that under the provisions of Decision No. 119 said organization had the right to make said agreement; that it was proper that the caption should show who represented the employees, and that it was not the desire of the organization to negotiate an agreement that did not cover nonmembers as well as members of the organization.

The matter was formally presented to the Labor Board in open session by both parties.

*Decision.*—The following language of Decision No. 119 bears upon this controversy:

The majority of any craft or class of employees shall have the right to determine what organization shall represent members of such craft or class. Such organization shall have the right to make an agreement which shall apply to all employees in such craft or class.

It is, therefore, clear that said organization has the right to make an agreement as to rules and working conditions for said entire class of employees of said carriers, both members and nonmembers of said organization, and it is proper that the caption be so drawn as to show for whom and by whom the agreement is made, and the Labor Board so directs.

In order that there may be no misunderstanding as to the matter in dispute the Board directs that the caption of said agreement shall be as follows:

MISSOURI, KANSAS & TEXAS RAILWAY.  
MISSOURI, KANSAS & TEXAS RAILWAY OF TEXAS.  
WICHITA FALLS & NORTHWESTERN RAILWAY.  
C. E. SCHAFF, RECEIVER.

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AGREEMENT  
between  
C. E. SCHAFF, RECEIVER.

and all that class of clerks and other office and station employees  
represented by

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES.

## DECISION NO. 174.—DOCKET 353.

Chicago, Ill., June 17, 1921.

The Pullman Co. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

*Question.*—This dispute is upon the proposal of the carrier to reduce the wages of the employees in its operating department.

*Nature of the proceedings.*—On June 4, 1921, the carrier filed application for decision in dispute with its employees on the proposed reduction of wages. At the hearing before the Labor Board on June 7, representatives of the employees protested that conferences, as contemplated in section 301 of the Transportation Act, 1920, had not been held and that therefore the dispute was not properly before the Board. The Board announced that it would hear the case with the understanding that it reserved the right to determine whether or not the Transportation Act had been complied with, and if it were found that it had not the case would be dismissed on this ground.

*History of the case.*—On May 23 the Pullman Co. posted notices at its various plants announcing that it proposed to apply to its employees, effective July 1, 1921, the rates of wages to be established by the Railroad Labor Board on June 1, 1921. The notice announced further that, in accordance with the provisions of the Transportation Act, the management would meet and confer with its employees on June 2 at the places designated.

Mass meetings were held on June 2 at approximately 75 different places at which the question discussed was whether those employees present favored the application to their class of employment of the rates established by Decision No. 147.

Under the instructions of the carrier the rates established by Decision No. 147 were announced at these meetings by representatives of the Pullman Co., who were directed to expedite discussion and secure a vote "within an hour, if possible."

According to figures presented by the Pullman Co. the total number of employees on the roll was 10,079; the number of employees present was 6,172; the number of employees favoring the application of the new rates was 2,246; the number of employees opposing the application of the new rates was 2,220; the number of employees present and refusing to vote was 1,706.

*Opinion.*—The Labor Board held in Decision No. 119 that the presentation of irreducible demands without a genuine attempt to negotiate a settlement was not in compliance with section 301 of the Transportation Act, 1920. So far as the evidence shows in this case, representatives of the Pullman Co. had no authority further than to ask the employees to accept or reject one proposition.

Furthermore, the carrier takes the stand that it is optional with the carrier when a dispute arises between itself and its employees, whether or not to confer with the employees directly or with their representatives. In this case, the carrier has elected to meet with the employees and has wholly ignored the respondent organization which claims to represent a majority of the Pullman Co. employees directly interested in the dispute.

In taking this course, the Pullman Co. contends that the question whether conferences have been held, also whether the respective parties have used every possible means to avoid interruption to traffic, is purely technical.

In Order No. 1 of April 19, 1920, announcement of December 17, 1920, and various decisions, the Labor Board has clearly set forth its views that parties shall exert every effort to avoid interruption to traffic, that it is the duty of officers of the carrier to confer or attempt to confer with the representatives of the employees, and that these preliminaries are not technicalities but prerequisite to a hearing.

*Decision.*—The letter and spirit of section 301 of the Transportation Act, 1920, have not been complied with by the carrier. The act will not have been complied with until the carrier shall have met in conference or endeavored to meet in conference the duly designated representatives of the employees directly interested in the dispute, and, in case of disagreement, shall have properly certified the dispute to the Labor Board.

The majority of said employees shall have the right to select their said representatives as provided in Principle 15, Decision No. 119.

Application is therefore dismissed.

#### DECISION NO. 175.—DOCKET 389.

*Chicago, Ill., June 15, 1921.*

**Order of Railway Conductors; Brotherhood of Railroad Trainmen; Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Railway Employees' Department, A. F. of L., v. The Michigan Central Railroad Co.**

*Question.*—Restoration of shuttle-train service between Michigan City, Ind., and Niles, Mich., discontinued account removal of terminal from Michigan City.

*Statement.*—On October 1, 1919, the Western Division Terminal of the Michigan Central Railroad was moved from Michigan City, Ind., to Niles, Mich. The operations of the yards, engine house, machine shop and car shops at Michigan City were discontinued on that date and transferred to the new terminal. Trains were dispatched to and from Niles Terminal after the above date instead of Michigan City Terminal.

The Michigan Central Railroad Co. provided shuttle-train service for the accommodation of the employees, permitting them to continue their residence at Michigan City. On March 28, the company gave notice of termination of shuttle-train service effective June 10, 1921.

*Decision.*—The Labor Board declines to order restoration of shuttle-train service between Michigan City, Ind., and Niles, Mich., with the proviso that three callers will be kept on at Michigan City until August 10, 1921, at which time the continuation of the three callers will be given consideration in conference between directly interested parties.

## DECISION NO. 176.—DOCKET 161.

Chicago, Ill., June 15, 1921.

**Terminal, Baggage, Mail Handlers, and Station Employees, Local No. 47306,  
American Federation of Labor, v. The Washington Terminal Co.**

*Question.*—This decision is upon a request for the establishment of increased rates of pay for parcel porters generally known as "red caps" and foremen thereof, engaged in handling parcels and personal baggage of passengers in and around Union Station, Washington, D. C.

*Decision.*—The Labor Board has given careful consideration to the evidence submitted, including proceedings of hearings conducted at Washington, March 10, 1921, and decides that request of employees is denied.

## DECISION NO. 177.—DOCKET 204.

Chicago, Ill., June 15, 1921.

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express  
and Station Employees v. American Railway Express Co.**

*Question.*—Reinstatement, with pay for time lost, of C. R. Brown and J. G. English, dismissed from the service July 24, 1920.

*Statement.*—On June 17, 1920, the local lodge of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees adopted a resolution said to contain charges against the general auditor of the American Railway Express Co. which were alleged to be false, libelous, and subversive of discipline. This resolution was forwarded to the general auditor over the signature of Messrs. C. R. Brown and J. G. English and another employee. It appears that the resolution was drawn up by the lodge upon receipt of a complaint made by an employee of the express company, a member of the lodge, who alleged that she had received unfair treatment from the general auditor. Upon receipt of the resolution, the auditor requested the chairman of the local protective committee, and later the lodge itself, to furnish him with the specific instances upon which the charges were made or to withdraw the charges. This was not done, and on July 14, 1920, the employees who signed the resolution which was presented to the general auditor were suspended, and were dismissed from the service on July 24.

The employees contend that Messrs. Brown and English were unjustly dismissed inasmuch as in signing and forwarding the resolution to the general auditor they were simply complying with the instructions of the lodge, and further, that the resolution itself was not intended to injure the reputation or character of the official in question or to stir up discontent among the employees.

The express company contends that the charges as contained in the resolution were false, libelous, and subversive of discipline, and that no formal retraction was made or apology offered until after the employees in question were dismissed. The company further con-

tends that the fact that the resolution in question is said to have been passed by unanimous vote and bears the signature of these employees indicates their concurrence in the sentiments expressed therein and that their failure to submit specific instances upon which the charges were based or proof of the charges and their subsequent offer to withdraw a certain part of the charges proves that the resolution was improper.

The agreement between the American Railway Express Co. and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated February 15, 1920, contains in Article IV certain rules governing the manner in which grievances of employees shall be handled. At the hearings before the board, on February 24, 1921, both Messrs. Brown and English admitted that they were familiar with these rules.

*Decision.*—The Labor Board decides that the action of the employees in question in presenting the resolution referred to was improper and that an employee considering himself or herself unjustly treated had the means to obtain relief in the method provided for in Article IV of the agreement above referred to.

Request of employees for reinstatement of C. R. Brown and J. G. English with pay for time lost is therefore denied.

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#### DECISION NO. 178.—DOCKET 208.

*Chicago, Ill., June 15, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Reinstatement of E. F. Prouse, messenger, who was dismissed from the service on June 23, 1920.

*Decision.*—Basing its decision on the evidence before it, which includes proceedings of hearing conducted by the superintendent of the express company July 20, 1920, and hearing before the Labor Board February 24, 1921, the Board decides that request of the employees for reinstatement of E. F. Prouse is denied.

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#### DECISION NO. 179.—DOCKET 216.

*Chicago, Ill., June 15, 1921.*

Order of Railroad Telegraphers v. International & Great Northern Railway.

*Question.*—Shall the rate of compensation for position of agent at Swan Station be increased 10 cents per hour under section 1, Article V of Decision No. 2, or 5 cents per hour under section 2, Article V thereof?

*Statement.*—The position in question was placed in the telegraphers' schedule October 1, 1918, and is shown as "agent-telegrapher," but the occupant thereof is not required to do any telegraphing. In the schedule negotiations, as a result of which the

position was placed in the schedule, a rate of pay was fixed at 48 cents per hour. The working conditions for small nontelegraph agents established by Addendum No. 2 to Supplement No. 13 to General Order No. 27 of the United States Railroad Administration have been and are now being applied to the position.

*Decision.*—The Labor Board decides that the rate for the position in question shall be increased 5 cents per hour under section 2, Article V of Decision No. 2, issued by this Board.

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DECISION NO. 180.—DOCKET 232.

*Chicago, Ill., June 15, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New Orleans, Texas & Mexico Railway Co.

*Question.*—Shall overtime be paid to extra-gang foreman under the provisions of section (a 7) of Article V or section (a 8) of Article V of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers?

*Statement of facts.*—Extra-gang Foreman A. M. Darsey entered the service of the company as foreman of extra gang No. 17, April 1, 1918. This gang is equipped with boarding cars or camp cars, is moved from place to place as necessity requires, and has been engaged in numerous and sundry temporary jobs, such as tie renewals incident to laying new steel, ballasting of roadbed, bank widening, and laying of new steel. There are also three or four other extra gangs engaged in similar work, and prior to March 1, 1920, these gangs were being worked only 8 hours per day, but since that date have been changed to 10 hours per day and are paid pro rata for all service performed.

Section (a 1) of Article V of the national agreement between the United States Railroad Administration and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers reads:

Except as otherwise provided in these rules eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.

Section (a 7) of Article V, same agreement, reads:

Overtime for laborers in extra or floating gangs whose employment is seasonal and temporary in character, when engaged in work not customarily done by regular section gangs, such as ballasting and rail laying, including the tie renewals incident thereto, and ditching or in improvement work, such as bank widening, grade and line changes, riprapping, and similar work, shall be computed for the ninth and tenth hour of continuous service, exclusive of the meal period, pro rata, on the actual minute basis and thereafter at the rate of time and one-half time. Such extra or floating gangs will not be used to displace regular section gangs.

Section (a 8), Article V, same agreement, reads:

Overtime for regular section laborers and other employees except those covered in sections (a 7) and (a 12) of this article shall be computed after the eighth hour of continuous service, exclusive of the meal period, on the actual minute basis at the rate of time and one-half time.

The positions of the employees and the carrier are quoted herewith from the submission as follows:

*Employees' position.*—We contend that we have no seasonal or temporary extra gangs, as these gangs have been in continuous service from six months up to two years, and A. M. Darsey and other extra-gang foremen have not been properly compensated when paid under section (a 7) of Article V of the maintenance of way national agreement. We contend they should be paid according to section (a 8) of Article V of said agreement.

*Railroad's position.*—Extra-Gang Foreman A. M. Darsey entered the service of railway as an extra-gang foreman to take care of temporary work performed by extra gang during April, 1918. Since that time he has been used on numerous temporary jobs of work, not customarily done by regular section force, such as steel laying, the renewals incident to laying new steel, bank widening and other work. He has not been employed continuously on the New Orleans, Texas & Mexico Railway, but has been used on the other lines under this management, i. e., New Iberia & Northern Railway Co., Orange & Northwestern Railroad Co., and the Beaumont, Sour Lake & Western Railway Co., and always engaged in temporary work on all these lines. After March 1, 1920, the company reorganized all extra gangs on line and placed them on 10-hour basis and paid them as outlined in national agreement with maintenance of way employees, section (a 7), Article V.

There has been no displacement of regular section gangs and all work they have been engaged in is of a temporary nature, and gangs will be disbanded when work is completed, and the company contends that no violation of national agreement has been made, and that these men are correctly paid at the present time.

This statement covers all gangs in the service of the New Orleans, Texas & Mexico Railway Co. at the present time.

*Decision.*—In the statement of facts signed jointly by the general manager of the carrier and the general chairman representing the employees, it is clearly set forth that the gang foremen in question are recognized as extra-gang foremen.

The Labor Board therefore decides that the gang foremen in question properly come under and shall be paid in accordance with the provisions of section (a 7) of Article V of the national agreement herein referred to.

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#### DECISION NO. 181.—DOCKET 240.

*Chicago, Ill., June 15, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Fort Smith & Western Railroad.**

*Question.*—Question of effective date of increased rates granted by the Fort Smith & Western Railroad.

*Statement.*—The Fort Smith & Western Railroad was party to dispute properly certified to the Labor Board by the Railway Employees' Department, A. F. of L.

In a letter addressed to the representatives of the Federated Shop Crafts, dated May 5, 1920, the receiver and general manager states:

I wish to call your attention to the fact that as this railroad was not under Federal control, we are entitled to 30 days' notice according to our contract.

Answering this letter, under date of May 18, 1920, the representatives of the employees state:

With reference to the question of 30 days' notice as provided for in the national agreement, it is our understanding that the request for a conference on

April 28 was the notice required; therefore, on May 28 the 30 days, as required in the agreement, will have expired.

The interested parties were granted an opportunity to present oral testimony, together with the so-called short-line railroads, at which hearing it developed that the increases provided in Decision No. 2 had been applied to the employees involved in this dispute. The Labor Board thereupon considered the case closed.

Subsequent to the dispute being considered closed, the Railway Employees' Department, A. F. of L., again brought the matter to the attention of the Board, calling attention to the fact that Decision No. 2 had been applied and made effective May 28, 1920, and made further claim that same should be retroactive to May 1, 1920, the date specified in said decision.

*Decision.*—The Fort Smith & Western Railroad Co. and the representatives of the Federated Shop Crafts were in accord as to the 30 days' notice being required by the agreement prior to any changes being made in said agreement. The Board therefore decides that the carrier complied with this understanding when it made the increases in rates of pay effective as of May 28, 1920.

The claim of the employees for back pay resulting from the increased rates May 1 to May 27, both inclusive, is therefore denied.

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• DECISION NO. 182.—DOCKET 250.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—How shall the increase provided in Article II of Decision No. 2 be applied to employees who are assigned to work the calendar days of the month and receive a monthly rate to cover all service performed?

*Statement.*—The employees of the carrier in question specified in Article II of Decision No. 2 and paid on a monthly basis have received an increase in their monthly salary equivalent to 204 times the increase in hourly rates specified in Article II of Decision No. 2.

The employees state that a large number of these employees are assigned to work 9, 10, 11, and 12 hours per day 365 days per year, and contend that the increase specified for the various classes in Article II should be added to the 8-hour assignment and an additional increase per hour allowed for each hour of service in excess of 8 hours per day.

The carrier contends that in applying the increase specified in Article II of Decision No. 2 there should be added 204 times the hourly rate specified to the monthly rate in accordance with section 3, Article XIII, of Decision No. 2.

*Decision.*—Interpretation No. 1 to Decision No. 2 prescribes the manner in which the increases specified in Article II of Decision No. 2 should be applied to monthly-rated employees and should govern in this dispute.

## DECISION NO. 183.—DOCKET 252.

*Chicago, Ill., June 15, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway Co.

*Question.*—Is the rearrangement of work and readjustment of rates of pay of positions of chief clerk and assistant chief clerk, transit department, office of the auditor of freight accounts, in conflict with rules 71 and 84 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees?

*Statement.*—Effective May 1, 1920, the transit and interline departments of the auditor of freight accounts office were merged and the positions of chief clerk and assistant chief clerk, transit department, abolished.

The employees claim that the duties of the position of chief clerk in the transit department have not been changed and that the employee who is now classified as assistant chief clerk, interline department, and paid at rate of \$125 per month, is performing the same work as he previously performed under the title of chief clerk, transit department, at rate of \$155 per month, and contend that the reclassification of the position and reduction of the rate of pay is in conflict with rules 71 and 84 of the clerks' national agreement.

The carrier states that when these departments were merged, the supervision of the employees in the transit department was assigned to the assistant chief clerk, interline department, and that other important duties formerly attached to the position of chief clerk, transit department, such as conducting negotiations with shippers and investigating claims, were assigned to the assistant general chief clerk; and that the assistant chief clerk, interline department, now in charge of transit matters, handles only the routine office work in connection with transit accounts, keeping records, checking bureau reports, making up weekly estimates, etc., and acting in a supervisory capacity to the employees associated with him in transit work. The carrier contends that the change in the rate of pay was not in conflict with rules 71 and 84 of the clerks' national agreement, which read as follows:

Rating positions.—Rule 71. Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.

Rates.—Rule 84. Established position shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

*Decision.*—Position of the carrier is sustained.

## DECISION NO. 184.—DOCKET 262.

*Chicago, Ill., June 15, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Is J. G. Dildine, Seligman, Mo., an employee of the American Railway Express Co., entitled to the increase authorized by Decision No. 3 of the Labor Board?

*Statement.*—Mr. Dildine is employed as transfer clerk at Seligman, Mo., and prior to November 16, 1919, was under the jurisdiction of the route agent of the American Railway Express Co. and paid in accordance with the rules governing the wages and working conditions of other express employees. Previous to this date the express business, with the exception of the transfer, was handled by the railroad agent at Seligman on a commission basis. On November 16, 1919, the transfer business was also placed under the jurisdiction of the railroad agent, and he was allowed a flat sum to handle the transfer and pay the salary of such employees as he deemed necessary to handle the business. There were no restrictions placed on the agent's use of this allowance. Under the new arrangement Mr. Dildine reports to the agent and not to the express company, and is paid a stipulated monthly salary to cover all service rendered. He has received an increase since the change was made, but is not being paid in accordance with Decision No. 3 or the clerks' national agreement.

The employees contend that inasmuch as Mr. Dildine was required to fill out an application blank and is paid out of the receipts of the office, he is in fact an employee of the express company; that his position comes within the scope of the clerks' national agreement dated February 15, 1920, and Decision No. 3 of this Board and that the company has no right to make changes, regardless of the intent, which have the effect of depriving the employees of wages and working conditions to which they are entitled.

The express company states that the agent at Seligman, Mo., is not subject to the provisions of the clerks' national agreement or Decision No. 3; that he is required to pay the salary of any employees he may engage out of the sum allowed him for this purpose in addition to his express commissions; and that if he does not employ anyone he may retain the money allowed him for this purpose, and contends that he is not instructed or guided in any way by the express company with reference to the salary paid such persons by the agent, and that Mr. Dildine is an employee of the agent and not of the express company.

It appears that for many years it has been the practice of the express company to employ railroad agents or others to handle express business at small places upon some basis mutually satisfactory, and under such arrangements the agent is either paid a percentage of the express charges or a flat sum per month. In most cases the agent performs all the work himself, but if necessary to engage help it is paid out of his express commission or allowance. This class of agents, as well as persons engaged by them, were specifically excepted from the provisions of Supplement No. 19 to General Order No. 27, United States Railroad Administration, and the clerks' national agreement, effective February 15, 1920.

*Decision.*—The Labor Board decides that position of carrier is sustained.

## DECISION NO. 185.—DOCKET 263.

*Chicago, Ill., June 15, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railway Co.

*Question.*—Are employees engaged in the handling of lumber and other company material in the lumberyard adjacent to storehouse at Shoreham shops, Minneapolis, entitled to an increase of 12 cents per hour under section 7, Article II of Decision No. 2, or an increase of 8½ cents per hour under section 9, Article II of said decision?

*Statement.*—Under the direction of a foreman, the employees in question are engaged in the loading and unloading of lumber and other material from cars in the yards adjacent to the storehouse, and distributing and piling the lumber unloaded, and the employees contend that they are entitled to the increases specified for freight handlers and truckers in section 7, Article II of Decision No. 2, basing their claim in part on the fact that the employees in question receive the same rate of pay as truckers or freight handlers under Supplement No. 7 to General Order No. 27 of the United States Railroad Administration.

*Decision.*—The Labor Board decides that the employees in question are not station, platform, or storeroom freight handlers or truckers, or others similarly engaged within the intent of section 7, Article II of Decision No. 2. Position of carrier is therefore sustained.

## DECISION NO. 186.—DOCKET 267.

*Chicago, Ill., June 15, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railway Co.

*Question.*—Are employees engaged under the supervision of a foreman in the rearrangement of contents of cars not loaded in compliance with Master Car Builders' rules, transferring of loads from bad-order cars, removing ice from refrigerator cars, unloading wood at engine house, occasionally shoveling snow, and performing other work in connection with derailments in yards at Stevens Point, Wis., entitled to an increase of 12 cents per hour under section 7, Article II of Decision No. 2, or an increase of 8½ cents per hour under section 9, Article II of said decision?

*Decision.*—The Labor Board decides that the employees in question are not station, platform, or storeroom freight handlers or truckers, or others similarly employed within the intent of section 7, Article II of Decision No. 2. Position of carrier is therefore sustained.

## DECISION NO. 187.—DOCKET 269.

*Chicago, Ill., June 15, 1921.***J. R. Harron and 138 Other Employees v. American Railway Express Co.**

*Question.*—Application of Decision No. 3 to “part-time employees of the American Railway Express Co.

*Statement.*—This dispute was presented to the Labor Board upon a written petition signed by 139 employees engaged in the handling of express shipments at the Grand Central Terminal and Forty-ninth Street Station, New York City, for varying periods of from one to four hours per day after 6 p. m.

The request of the petitioners is that the increases authorized by Decision No. 3 be applied to their rates of pay as of May 1, 1920, the effective date of the decision. They receive the same rate per hour as the regular employees, are engaged in the same class of work, and were increased the same amount per hour—namely, 16 cents. The increases for the petitioners were made effective September 1, 1920, while the increases for the regular employees were made effective May 1, 1920, in accordance with Decision No. 3. The petitioners are regularly employed elsewhere.

*Decision.*—Claim denied.

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## DECISION NO. 188.—DOCKET 271.

*Chicago, Ill., June 15, 1921.***United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines (Texas Lines).**

*Question.*—Shall the increases provided in section 3, Article VII of Decision No. 2, covering train-service employees be applied to certain employees of the maintenance of way department assigned to self-propelled pile-driver outfit, instead of increases provided in Article III of Decision No. 2?

*Statement of facts.*—The Southern Pacific Lines in Texas and Louisiana operate a self-propelled pile driver used by bridge and building gangs in the repair and rebuilding of bridges and trestles. When it is necessary for this outfit to work on main track an examined conductor is placed in charge of its movements and acts as pilot, while two men from the pile driver are sent out to flag, one in each direction, whenever pile driver is working on main track. These men were classified and paid under Supplement No. 8 to General Order No. 27 and under the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers. The men in the pile-driver gang have been given the increases provided by Article III of Decision No. 2, and employees claim that men who are used to flag should also be paid increases provided in section 3, Article VII of said decision.

*Decision.*—The Labor Board decides that the employees in question, within the meaning and intent of Decision No. 2, come under the provisions of Article III of said decision. The claim of the employees is therefore denied.

## DECISION NO. 189.—DOCKET 292.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Request for reinstatement of Mrs. Mary A. Carolan, switchboard operator, who was dismissed from the service September 11, 1920.

*Decision.*—Basing its decision on the evidence before it, including the hearing conducted by the superintendent of the express company at Springfield, Mass., December 4, 1920, and hearing before the Labor Board on April 7, 1921, the Board decides that the request for reinstatement of employee in question is denied.

## DECISION NO. 190.—DOCKET 294.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Erie Railroad Co.**

*Question.*—Request for reinstatement of Otto M. Calvin, clerk, stores department, dismissed from the service for insubordination.

*Statement.*—The employee in question was employed on a supply train operated between Hornell, N. Y., and Buffalo, N. Y., and is alleged to have refused to carry out instructions of a superior officer regarding the cleaning of a car in his charge.

The employees contend that Mr. Calvin was dismissed from the service on June 5, 1920, without investigation as provided for in rule 32 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and that he was not instructed to report for hearing on June 7. It is, however, admitted that he was instructed to report to the division storekeeper on June 7, but that he failed to do so, due, it is claimed, to sickness.

The carrier claims that Mr. Calvin was taken out of service June 5 and notified verbally to appear for hearing on June 7; that under rule 32 he should have appeared for investigation not later than June 12, as the rule provides that the investigation shall be held within seven days. Failing to appear for investigation on June 12, or prior thereto, he was considered dismissed from the service for insubordination in having failed to carry out the instructions of the superior officer in regard to cleaning the car in his charge.

Rule 32 of the clerks' national agreement reads as follows:

Investigation—Rule 32. An employee who has been in service more than sixty (60) days or whose application has been formally approved shall not be disciplined or dismissed without investigation, at which investigation he may be represented by an employee of his choice. He may, however, be held out of service pending such investigation. The investigation shall be held within seven (7) days of the date when charged with the offense or held from service. A decision will be rendered within seven (7) days after the completion of investigation.

This rule clearly provides that an employee who has been in the service more than 60 days or whose application has been formally approved shall not be disciplined or dismissed without an investigation. In this case there is a variance of opinion between the parties to the dispute as to whether the employee was afforded the opportunity of investigation as provided by the rule. This depends upon what instructions were given Mr. Calvin on June 5. It is stated by the employees that Mr. Calvin was sick on June 7, but that he did appear at the division storekeeper's office on June 12. No claim has been presented that he was not able to appear previous to June 12, and neither does it appear that an explanation of his failure to appear on June 7 was offered until some time after his first interview with the division storekeeper.

*Decision.*—After careful consideration of the evidence before it, including the proceedings of the hearing on May 2, 1921, the Labor Board denies the request for reinstatement of the employee in question.

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DECISION NO. 191.—DOCKET 306.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.**

*Question.*—Should the position of office boy in the office of superintendent, Eastern Division, St. Louis-San Francisco Railway Co., be increased 10 cents per hour under section 5, Article II, of Decision No. 2?

*Statement.*—The employee in question is designated on the pay roll as office boy at the rate of \$3.11 per day, or \$80.86 for a month of 26 days. In addition to running errands this employee is engaged in opening mail, sorting files, assisting file clerk, attaching correspondence, delivering and distributing mail, operating mimeograph, and addressing and mailing out circulars and correspondence.

The employees contend that the majority of the work performed by this employee is similar to that of employees specified in section 5, Article II, of Decision No. 2, and that the rate of the position should be increased 10 cents per hour in accordance with that section.

The carrier states that the position in question has always been designated as office boy, and was so classified and paid under the orders of the United States Railroad Administration and the provisions of the clerks' national agreement; that the position has been increased the amount specified for office boys in section 6, Article II, of Decision No. 2, and contends that it was not the intent of Decision No. 2 to change the classification of employees; that the increases specified in section 5 were intended to be applied to employees regularly assigned to the performance of work specified therein, and that the increases specified in section 6 were intended to be applied to employees designated and paid as office boys.

*Decision.*—The Labor Board decides that the position in question should not be increased 10 cents per hour under section 5, Article II, of Decision No. 2.

## DECISION NO. 192.—DOCKET 309.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.**

*Question.*—Claim of Mrs. Julia Bassett, an employee in the car accountant's office, for pay for time lost from June 15 to June 28, 1920, account of sickness.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, the rules of which govern the working conditions of employees in the class of service in which Mrs. Bassett is engaged, does not contain any specific rule on the question of pay for sickness or vacation, but under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors and this telegram was understood to become a part of the agreement:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920.

The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—The Labor Board decides that under the past practice on the St. Louis-San Francisco Railway the employee in question is not entitled to pay for time lost from June 15 to June 28, 1920. Request of employees is therefore denied.

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DECISION NO. 193.—DOCKET 310.*Chicago, Ill., June 15, 1921.*

**Order of Railroad Telegraphers v. Indianapolis Union Railway Co.**

*Question.*—Adjustment of inequalities in rates of pay of telephone operators on Union Tracks and Belt Division, Indianapolis Union Railway, Indianapolis, Ind.

*Statement.*—Prior to Federal control employees engaged in the operation of switches and signals at the several stations and junction points on the Belt Railroad received \$75 per month and at stations on the Union Tracks \$80 per month and worked 9 hours a day. Where more than one man was required to handle the work an assistant switchtender was engaged at rate of \$70 per month for a period of 12 hours per day.

Under a ruling of the Director General of the United States Railroad Administration, contained in Interpretation No. 4 to Supplement No. 13 to General Order No. 27, the switchtenders were classed as telephone operators and those at the Belt Tracks stations paid at rate of 54½ cents per hour and those at the Union Tracks stations paid at rate of 52 cents per hour, eight hours to constitute a day's work. Employees formerly classed as assistant switchtenders were

classified as switchtenders and paid in accordance with Supplement No. 16 to General Order No. 27.

At the present time, as a result of the application of the increases specified in Decision No. 2, the telephone operators on the Union Tracks receive 64½ cents per hour and those on the Belt Tracks 62 cents per hour. Switchtenders on both the Union and Belt Tracks receive 63 cents per hour.

The employees state that inasmuch as the same training and skill is required of the telephone operators on both the Union and Belt Tracks, and the same degree of responsibility obtains on both divisions, that an inequality exists for work of similar scope and responsibility, and request that the telephone operators on the Belt Division be paid the same rates as those on the Union Tracks Division.

The carrier states that the Belt Tracks are used for freight-train movements and the Union Tracks for passenger-train and switching movements, and contends that greater skill, training, and responsibility is required of the employees on the Union Tracks.

*Decision.*—The evidence before the Labor Board shows that differentials in favor of the telephone operators on the Union Tracks have existed for many years under conditions of service which have not been substantially changed, and that the increases specified in Decision No. 2 issued by this Board for the classes of employees involved in this dispute have been added to the rates established by or under the authority of the United States Railroad Administration.

Request of employees is denied.

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DECISION NO. 194.—DOCKET 337.

*Chicago, June 15, 1921.*

Order of Railroad Telegraphers v. Wabash Railway Co.

*Question.*—Adjustment of inequalities in rates of pay for positions in station and telegraph service.

*Statement.*—Supplement No. 13 to General Order No. 27 of the United States Railroad Administration established certain increases for positions in station and telegraph service which were based on the rates in effect December 31, 1917. Prior to the period of Federal control negotiations for increases in rates of pay for positions in station and telegraph service on various railroads in the territory served by the carrier in question were in progress, but an agreement as to extra compensation for Sunday and holiday service or the establishment of a 26-day month for positions in station and telegraph service on the Wabash Railway had not been completed when General Order No. 8 of the United States Railroad Administration suspended further consideration of wage adjustment or schedule revision, pending action of a commission of the Railroad Administration to be appointed for this purpose.

The employees in station and telegraph service not having reached an agreement with the carrier on the establishment of a 26-day month or payment of extra compensation for Sunday and holiday service, the application of the increases as specified in Supplement No. 13

and Interpretation No. 8 thereto resulted in the creation of inequalities in rates of pay for positions in station and telegraph service on the Wabash Railway as compared with other railroads serving contiguous territory.

The employees request that the inequalities in rates of pay for positions in station and telegraph service be readjusted in order to restore the relationship existing between positions in this service on the carrier in question and other railroads serving contiguous territory prior to the period of Federal control.

The carrier states that all of the wage orders of the United States Railroad Administration have been applied in strict accordance with the language thereof, and that the average rate of pay of positions in station and telegraph service, affected as it is by the varying number of positions at different rates of pay, is not an accurate measure of comparison, and contends that no further increases should be made.

The evidence before the Labor Board shows that the wage orders of the United States Railroad Administration affecting the class of employees involved in this dispute have been properly applied and that the increases specified in Article V, Decision No. 2, issued by this Board for employees in station and telegraph service have been added to the rates established by or under the authority of the United States Railroad Administration.

The request of the employees involves an increase of \$0.0534 per hour to all positions in the station and telegraph service in addition to increases established in Article V of Decision No. 2.

*Decision.*—Request of employees is denied.

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#### DECISION NO. 195.—DOCKET 339.

*Chicago, Ill., June 15, 1921.*

American Train Dispatchers Association v. Chicago & North Western Railway Co.

*Question.*—Claim of Dispatcher Streiff for an additional day's compensation account of working, in addition to his own, the territory of a dispatcher off sick.

*Statement.*—On July 9, 1920, the dispatcher assigned to first trick north reported sick. There being no relief dispatcher available, Mr. Streiff, who was assigned to first trick east, was assigned to first trick north and east. The dispatcher who was taken sick received pay for the time he was off. Employees have requested that Mr. Streiff be paid the regular rate of both positions.

*Decision.*—Request that Dispatcher Streiff be paid the rate of both positions is denied.

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#### DECISION NO. 196.—DOCKET 341.

*Chicago, Ill., June 15, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Central of Georgia Railway Co.

*Question.*—Request for reinstatement of W. H. Alexander with pay for time lost since date of his leaving the service of the Central or Georgia Railway Co., May 24, 1920.

*Decision.*—Basing this decision on the evidence presented, including affidavits introduced at hearing on May 2, 1921, the Labor Board decides that the request of the employees for reinstatement of W. H. Alexander is denied.

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DECISION NO. 197.—DOCKET 343.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Erie Railroad Co.**

*Question.*—Pay for time lost by clerical employees during the period of an unauthorized strike of train and engine service employees in the month of April, 1920.

*Statement.*—In the month of April, 1920, employees in train and engine service at different points ceased work for varying periods of from three days to two weeks, during which time employees in clerical and station service were temporarily laid off.

The employees claim that rule 66 of the clerks' national agreement provides for six days' work per week, that rule 86 of the clerks' national agreement continues in effect the rates of pay established by Supplement No. 7 to General Order No. 27, and that section 312 of the Transportation Act, 1920, provides that rate of pay shall not be reduced; and contend that the employees who were required to suspend work during the period of the unauthorized strike should be reimbursed for all time lost.

The carrier states that the employees in question were laid off six to eight days each at a time when no one could anticipate how long they would be out of service, that the carrier has a right to reduce forces where conditions justify, and that employees in question are not entitled to compensation for the period that they were required to suspend work in the month of April, 1920. The carrier further states that at the time the national agreement was negotiated the conditions which obtained in the month of April, 1920, were neither foreseen nor provided for by any specific provision thereof, and that there is nothing in the agreement which could be construed to deprive the railroad of the right to curtail its forces when conditions justify.

*Decision.*—Claim of employees is denied.

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DECISION NO. 198.—DOCKET 344.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Delaware, Lackawanna & Western Railroad Co.**

*Question.*—Pay for time lost by clerical employees during the period of an unauthorized strike of train and engine service employees in month of April, 1920.

*Statement.*—In the month of April, 1920, employees in train and engine service at different points ceased work for varying periods of

from three days to two weeks, during which time employees of clerical and station service were temporarily laid off.

The employees state that rule 66 of the clerks' national agreement provides for six days' work per week, that rule 86 of the clerks' national agreement continues in effect the rates of pay established by Supplement No. 7 to General Order No. 27, and that section 312 of the Transportation Act, 1920, provides that rate of pay shall not be reduced; and contend that the employees who were required to suspend work during the period of the unauthorized strike should be reimbursed for all time lost.

The carrier states that the employees in question were laid off from six to eight days each at a time when no one could anticipate how long they would be out of service, and it was possible that work would not be resumed for a period of a month or more, that the carrier has the right to reduce forces where conditions justify, and that the employees in question are not entitled to compensation for the period that they were required to suspend work in the month of April, 1920. The carrier further states that there is nothing in the clerks' national agreement which could be construed to deprive a railroad of the right to curtail its forces as conditions justify, and that a suspension of work under the circumstances in this case was neither anticipated nor provided for at the time that this agreement was executed.

*Decision.*—Claim of employees denied.

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DECISION NO. 199.—DOCKET 346.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Reinstatement of Frank D. Cruse, clerk in yard office, Los Angeles, Calif., dismissed from the service April 19, 1920.

*Decision.*—Basing its decision on the evidence before it, including the proceedings of hearing on May 26, 1921, the Labor Board decides that request for reinstatement of employee in question is denied.

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DECISION NO. 200.—DOCKET 347.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri, Kansas & Texas Railway.**

*Question.*—Application of Decision No. 2 to position of shop accountant at Denison, Tex.

*Statement.*—The position of shop accountant at the station in question is considered by the carrier one of a supervisory character not within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and not included in Decision No. 2 of the Labor Board.

The employees contend that the occupant of this position should be classified as a subordinate official as defined in the Transportation Act, 1920, and should be increased the amount specified for clerical supervisory forces in section 1 of Article II from the effective date of Decision No. 2.

The carrier states that the incumbent of this position is authorized to employ and discipline employees, that he has jurisdiction over accounting matters in the mechanical department of the Missouri, Kansas & Texas Railway in Texas, and Wichita Falls & Northwestern Railway, and that his position is not included in Decision No. 2 of the Board.

*Decision.*—In the opinion of the Labor Board the position in question is not included in Decision No. 2.

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DECISION NO. 261.—DOCKET 350.

*Chicago, Ill., June 15, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Cleveland, Cincinnati, Chicago & St. Louis Railway Co.**

*Question.*—Does the position of depot foreman at Pearl Street and Central Avenue freight station, Cincinnati, Ohio, come within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as defined in Article I thereof?

*Statement.*—The depot foreman at the station in question has direct supervision over an assistant foreman, a supervisor of loading, and a supervisor of unloading.

The employees state that the foreman excepted from the provision of the clerks' national agreement by paragraph 2 of "Exceptions," rule 1 of Article I, are those who supervise foremen at more than one station and not foremen whose authority and supervision is confined to the station at which they are employed.

The carrier states that the depot foreman at the station in question has direct supervision over an assistant foreman, a supervisor of loading, and a supervisor of unloading, and contends that these positions are subforemen within the meaning of section (b), rule 1 of Article I of the clerks' national agreement.

The evidence before the Labor Board shows that the supervisor of loading is in charge of 40 employees engaged in the receiving, checking, and loading of freight; that the supervisor of unloading is in charge of 65 employees engaged in the delivery, checking, and unloading of freight; and that these supervisors report to an assistant foreman who also has jurisdiction over the other employees engaged in the handling of freight on the team tracks. The assistant foreman reports to and receives instructions from the depot foreman whose position is the subject of this dispute.

Article I of the clerks' national agreement defines the scope of the agreement and provides in paragraph (b) under the title of "Exceptions," rule 1, that the agreement shall not apply to certain employees among whom are foremen who supervise subforemen.

*Decision.*—The Labor Board decides that the position in question is that of a foreman who supervises subforemen; therefore, it does not come within the scope of the clerks' national agreement. Request of employees that it be bulletined for bid is denied.

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DECISION NO. 202.—DOCKET 359.

*Chicago, Ill., June 15, 1921.*

International Union of Steam and Operating Engineers v. Terminal Railroad Association of St. Louis.

*Question.*—(a) Shall certain stationary engineers required to work in excess of 204 hours per month receive extra payment account of service performed on Sundays and holidays?

(b) Shall employees laid off account reduction in force subsequent to May 1, 1920, be allowed back pay?

*Statement.*—The representatives of the employees claim that there are several monthly-rated stationary engineers who received an increase under Decision No. 2 based on 204 hours per month, and who are now required to work on Sundays and holidays without additional compensation therefor. It is claimed by the representatives that Decision No. 2 recognized the principle of 204 hours and therefore claim overtime for Sunday and holiday work.

It is the further contention of the employees that certain employees were laid off subsequent to May 1, 1920, account of the close of the season requiring the operation of heating plants, who were not allowed back pay for service performed after May 1, which it is claimed is due them.

*Decision.*—(a) Interpretation No. 1 to Decision No. 2 covers similar question as to extra payment for service in excess of 204 hours per month, and should govern in this dispute.

(b) Item No. 2 of decision incorporated in Interpretation No. 19 to Decision No. 2 reads:

Employees in the service of the carrier 12.01 a. m., May 1, 1920, the effective date of the decision, or who entered the service subsequent to such date, but who were laid off account of reduction in force, and for this reason were not in the service 12.01 a. m., July 20, 1920, shall be allowed back pay for services performed during the retroactive period.

The employees in question should therefore be allowed back pay accordingly.

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DECISION NO. 203.—DOCKET 363.

*Chicago, Ill., June 15, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.

*Question.*—Should the position of office boy in the treasury department be increased 10 cents per hour under section 5, Article II of Decision No. 2?

*Statement.*—The employee in question is designated on the pay roll as office boy and paid at the rate of \$2.36 per day, or \$61.36 for a month of 26 days. In addition to running errands this employee

is engaged in the assorting and distribution of mail and perforating of pay drafts.

The employees contend that the majority of the work performed by this employee is similar to that specified in section 5, Article II of Decision No. 2, and that the position should be increased 10 cents per hour in accordance with that section.

The carrier states that the position in question has always been designated as "office boy," and was so classified and paid under the orders of the United States Railroad Administration and provisions of the clerks' national agreement; that the position has been increased the amount specified for office boys in section 6, Article II of Decision No. 2; and contends that it was not the intent of Decision No. 2 to change the classification of employees, but that the increases specified in section 5 were intended to be applied to employees regularly assigned to the performance of work referred to therein, and the increases specified in section 6 to employees designated and paid as office boy.

*Decision.*—The Labor Board decides that the position in question should not be increased 10 cents per hour under section 5, Article II, of Decision No. 2.

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#### DECISION NO. 204.—DOCKET 124.

*Chicago, Ill., June 16, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Nashville, Chattanooga & St. Louis Railway.

*Question.*—The question in dispute is in regard to the reinstatement of E. J. Moore, former section foreman on the Nashville, Chattanooga & St. Louis Railway, who was discharged for alleged incompetency and unsatisfactory service.

The facts in the case and the contentions of the respective parties to the controversy have been summarized by the Labor Board as follows:

*Statement of facts.*—On April 1, 1920, E. J. Moore, foreman on section No. 26 of the Paducah & Memphis Division, with headquarters at Cordova, Tenn., was discharged for alleged incompetency and unsatisfactory service. On April 15, 1920, at his request, Mr. Moore was accorded a hearing by Superintendent W. J. Hills. At this hearing he was represented by fellow employees of his own selection and the division officials of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers. Mr. Hills, superintendent, denied the request for reinstatement, and an appeal was taken to the chief engineer and to the general manager, who sustained Mr. Hills' position. Being unable to agree, the case was therefore referred to the Labor Board.

*Employees' position.*—The employees contend that Mr. Moore is a competent section foreman, that he was in the service of the company 17 years, was promoted to section foreman about one year after entering the service, and served as section foreman for 15 years and 10 months. He was transferred from section No. 23 to section No. 26 about three years ago.

In the year 1914 there were 14,000 ties put in on section No. 26, and at the time Mr. Moore took this section it had begun to go down and on account of defects developing so fast and the scarcity of competent labor and material at that time, Mr. Moore was unable to recover it with the force he could employ and not on account of his incompetency.

The records do not show that Mr. Moore was ever disciplined during his entire service except in the case of derailment of a passenger train mentioned in the evidence, as a result of which he received 30 days' record suspension. The derailment was not altogether due to the fault of Mr. Moore, the investigation showing that the engineman was running at excessive speed. The engineman received discipline similar to that of Mr. Moore.

Therefore, the employees contend that Mr. Moore was unjustly discharged and should be reinstated and paid for all time lost.

*Railroad's position.*—The railroad management contends that investigation developed that Mr. Moore was supplied with labor and material equivalent to that supplied to other section foremen; further, that the fact that he had been in the service for 17 years could not be taken as prima facie evidence of continued competency and trustworthiness; that Mr. Moore continually exhibited evidence of incompetency and neglect of duty, which was overlooked by the supervisor with the hope that he would eventually be able to make a reliable foreman out of Mr. Moore; and that in view of his incompetency the railroad company was justified in dismissing him from the service.

*Decision.*—In view of the evidence submitted, the Labor Board decides that the railroad management was justified in dismissing E. J. Moore from the service.

Claim of the employees for reinstatement of E. J. Moore is therefore denied.

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#### DECISION NO. 205.—DOCKET 398.

*Chicago, Ill., June 23, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Missouri, Kansas & Texas Railway; The Missouri, Kansas & Texas Railway of Texas; Wichita Falls & Northwestern Railway.

*Question.*—The parties in this case undertook to proceed, under the directions of Decision No. 119, with the negotiation of an agreement as to rules and working conditions. At the outset the question arose between the parties as to whether an agreement should be made with each of the six shop crafts or with the Federated Shop Crafts, representing said six crafts.

*Statement.*—The carriers contend that they had the right to insist that a separate agreement should be made with each of said crafts. The carriers concede that the six organizations hereinafter named and comprising System Federation No. 8 of the Railway Employees' Department, American Federation of Labor, represent a majority of each craft or class of the employees directly concerned. The carrier objected to the caption offered by the representatives of the fed-

erated crafts on the ground that it would be giving undue prominence to the federation; also that it was impractical and generally objectionable to make one agreement to cover the federated crafts.

The Federated Shop Crafts contend—and the facts in the case are—that it has long been the policy of these carriers to recognize and do business with a committee representing the federated crafts; that joint agreements were negotiated prior to January 1, 1918; that they are in every respect attempting to comply with the provisions of the Transportation Act, 1920, and the Labor Board's Decision No. 119; and that they are wholly within their rights when they insist upon an agreement being made with the organization of their choice.

The matter was presented to the Labor Board in the form of a jointly signed submission.

*Decision.*—The Labor Board decides that the work of the six shop crafts and the conditions under which it is performed are so similar in their main characteristics as to make it practicable and economical to treat said crafts as constituting such an organization or class of employees as is contemplated in the Transportation Act, 1920, and in Decision No. 119 of the Labor Board for the purpose in question, and that said six shop crafts may negotiate and enter into said agreement jointly through the Federated Shop Crafts if they so elect, provided said system federation represents a majority of each craft or class.

This decision shall not operate to prevent the negotiation of such special rules for employees represented in other departments as are necessary for the economical operation of such departments and are peculiarly applicable to the nature of the work and the conditions surrounding it in said other departments as distinguished from the more highly specialized work of the maintenance of equipment department.

In order that there may be no misunderstanding as to the matter in dispute the Board directs that the caption of said agreement shall be as follows:

MISSOURI, KANSAS & TEXAS RAILWAY.  
MISSOURI, KANSAS & TEXAS RAILWAY OF TEXAS.  
WICHITA FALLS & NORTHWESTERN RAILWAY.  
C. E. SCHAFF, RECEIVER.

—  
AGREEMENT  
between  
C. E. SCHAFF, RECEIVER.

and all that class of employees represented by

SYSTEM FEDERATION No. 8.  
RAILWAY EMPLOYEES' DEPARTMENT, A. F. OF L.  
MECHANICAL SECTION No. 1 THEREOF:

1. International Association of Machinists.
2. International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.
3. International Brotherhood of Blacksmiths, Drop Forgers and Helpers.
4. International Alliance of Amalgamated Sheet Metal Workers.
5. International Brotherhood of Electrical Workers.
6. Brotherhood Railway Carmen of America.

It is understood that this agreement shall apply to those who perform the work specified in this agreement in the maintenance of equipment, mainte-

nance of way, signal maintenance, telegraph maintenance, and all other departments of these companies wherein work covered by this agreement is performed.

DECISION NO. 206.—DOCKET 228.

*Chicago, Ill., June 16, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago Great Western Railroad Co.

*Question.*—Shall Frank McCarron, formerly car inspector of the Chicago Great Western Railroad Co., at Oelwein, Iowa, be reinstated with full seniority rights and paid for all time lost?

*Statement of facts.*—Application for decision was duly filed by the employees' representatives and hearing conducted in connection with dispute involving the dismissal of Frank McCarron. The facts are summarized as follows:

Frank McCarron served in the capacity of car inspector at Oelwein, Iowa. On June 21, 1920, on account of alleged failure to report promptly a bad-order car in stock train, he was called to the office of foreman and reprimanded for his alleged negligence, after which he left the foreman's office and returned to the yard and was later sent home.

*Employees' position.*—The employees' position is summarized as follows:

The employees claim that rule 37 of the national agreement was violated by dismissing Car Inspector McCarron without first being given an investigation, and therefore contend that he should be reinstated with full seniority rights and paid for all time lost, and after such reinstatement that investigation should be held in accordance with rule 37 of the national agreement.

*Railroad's position.*—Following is a summarization of the position of the management:

It is contended that the employee in question failed to report a bad-order car to yard office promptly, resulting in serious delay to stock train already behind schedule; that upon being called to the office in regard to his negligence he assumed an extremely insubordinate attitude, finally vacating the premises and repaired to another part of the yard and sat down on a rail to pout, and that under the circumstances the repair track foreman adopted the only course open to him and therefore directed the foreman to send McCarron home. The management claims that arrangements were made to conduct investigation on June 23, McCarron having assented to be present, but were later advised that McCarron had left the city, and, therefore, investigation would not be held.

The management therefore contends that it was justified in sending Mr. McCarron home in view of the extremely insubordinate attitude assumed by him, and that their willingness and effort to conduct an investigation on June 23 indicates their desire to deal fairly and in conformity with their understanding of the national agreement.

*Decision.*—The Labor Board decides upon the evidence submitted that the carrier violated rule 37, but that inasmuch as the carrier arranged for an investigation two days after the plaintiff was sent

home, which investigation he failed to attend, although properly notified, reinstatement with pay for all time lost is not warranted and therefore denies the employees' claim.

If the plaintiff had attended the investigation which was arranged for by the carrier on June 23, two days after the employee was sent home, and it had been found that the discipline administered had not been justified, he would have been entitled to reinstatement with pay for the loss of two days' time.

The Labor Board must insist that the carrier should not violate rule 37 as modified by Principle 8 of Decision No. 119.

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**DECISION NO. 207.—DOCKET 229.**

*Chicago, Ill., June 16, 1921.*

**Brotherhood of Railroad Signalmen of America v. Bangor & Aroostook Railroad Co.**

*Question.*—Application of Article IX, Decision No. 5, issued by the Labor Board, to signal employees on the Bangor & Aroostook Railroad, and claim for reinstatement and pay for all time lost for the following employees: G. E. Mooers, R. A. Young, O. E. Fairley, and B. B. Thomas.

*Decision.*—These employees were not a party to or included in the proceedings which resulted in the issuance of Decision No. 5; neither were they a party to or included in the proceedings which resulted in the issuance of Decision No. 2 of the Labor Board.

The request of the employees is therefore denied and the case dismissed without prejudice as to the rights of either party should they or either of them seek to determine, by due process of law, their rights as to any other question raised but not decided by this action.

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**DECISION NO. 208.—DOCKET 235.**

*Chicago, Ill., June 16, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Michigan Central Railroad Co.**

*Question.*—The question in dispute is in regard to pay for road service performed by certain building department employees.

The facts in the case have been summarized by the Labor Board as follows:

*Statement of facts.*—On March 8, 1920, three carpenters of the bridge and building department, who maintained headquarters in outfit cars in Jackson, Mich., reported to work at the usual hour, viz., 7 a. m. At 10.20 a. m. on the morning of the same day the three employees in question were dispatched from Jackson on train, without outfit car, to Wasepi, a distance of 61 miles from Jackson, to repair a smokestack in boiler house at the track tank. The employees arrived at Wasepi at 1.50 p. m., and the work was completed by 3.45 p. m. They left Wasepi at 9.37 p. m., arriving at Jackson 12.40 a. m. March 9. For the above time and service the employees were allowed 10

hours' pay at pro rata rates, under section (i) Article V of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

Section (c 1), Article V of the national agreement reads:

Beginning and end of day.—(c 1). Employees' time will start and end at designated assembling points for each class of employees.

Section (i). Article V of the national agreement reads:

Assignments traveling.—(i). Employees temporarily or permanently assigned to duties requiring variable hours, working on or traveling over an assigned territory and away from and out of reach of their regular boarding and lodging places or outfit cars, will provide board and lodging at their own expense and will be allowed time at the rate of ten (10) hours per day at pro rata rates and in addition pay for actual time worked in excess of eight (8) hours on the basis provided in these rules, excluding time traveling or waiting. When working at points accessible to regular boarding and lodging places or outfit cars the provisions of this rule will not apply.

*Employees' position.*—The employees' position is summarized as follows:

It is the contention of the employees that, in view of the fact that their outfit cars were at headquarters of the division and that they were sent out to do work without their outfit cars, they are entitled to continuous time until their return to such assembling point, as they did not arrive back until after the hours of their regular assignment. They consider that Jackson, Mich., was the assembling point, in view of the fact that the outfit cars were at that division point on the date in question, and that they, therefore, should be paid in accordance with paragraph (c 1), Article V, of the national agreement.

*Carrier's position.*—The position is summarized as follows:

The railroad management contends that the work in question was performed on the employees' assigned territory, and that it is not convinced that section (c 1) of Article V has any bearing on the method of paying these employees when traveling on the road away from their outfit car, or that they are entitled to payment for continuous time from 7 a. m. March 8 to 12.40 a. m. March 9. On the other hand, the management contends that section (i) of Article V applies in this particular case, and that the employees have been properly compensated for their time and service strictly in accordance with that section.

*Decision.*—The Labor Board decides, upon the evidence submitted, that payment in accordance with section (i), Article V, of the national agreement in this instance was proper, and therefore denies the claim of the employees.

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#### DECISION NO. 209.—DOCKET 272.

Chicago, Ill., June 16, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad Co.

*Question.*—Question in dispute is in regard to the payment of overtime to monthly-rated section foremen, extra gang foremen, bridge

foremen, building foremen, masonry foremen, and other monthly-rated foremen in the maintenance of way department for service performed on Sundays and the seven designated holidays.

*Statement.*—The practice on the railroad in question at present is to pay a monthly rate to the supervisory employees in question, which rate is based upon 313 eight-hour working days per year, additional payment being allowed for work performed on Sundays, but not for work performed on the seven holidays designated in the national agreement promulgated by the United States Railroad Administration.

Section (a 5), Article V, of the national agreement reads, in part, as follows:

Except as otherwise provided in these rules, time worked on Sundays and the following holidays—New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day—shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular week-day assignment is worked.

Section (h), Article V, of the national agreement reads as follows:

Employees whose responsibilities and/or supervisory duties require service in excess of the working hours or days assigned for the general force will be compensated on a monthly rate to cover all services rendered, except that when such employees are required to perform work which is not a part of their responsibilities or supervisory duties, on Sundays or in excess of the established working hours, such work will be paid for on the basis provided in these rules in addition to the monthly rate. For such employees, now paid on an hourly rate, apply the monthly rate, determined by multiplying the hourly rate by 208. Section foremen required to walk or patrol track on Sundays shall be paid therefor, on the basis provided in these rules, in addition to the monthly rate.

*Employees' position.*—The employees' position is quoted as follows:

We contend that all foremen herein specified shall be paid for services rendered on Sundays and the seven specified holidays, under sections (a 5) and (a 6) of Article V of the national agreement, in addition to their regular monthly salary.

*Carrier's position.*—The position of the management is quoted below:

It is the position of the carrier that the monthly rates of pay of maintenance of way foremen enumerated in the question are based upon the working days of the year less 52 Sundays, or on 313 days; that the carriers are required to pay supervisory employees additionally for work performed on Sundays, but not for work performed on holidays. (See Article V, sections (c) and (h) of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.)

Section (c) of Article V provides that in computing hourly rate for monthly-rated employees the number of working days constituting the calendar year, disregarding holidays, will be used, and section (h) provides for establishing monthly rate by multiplying the hourly rate by 208, which is equivalent to 26 working days per month, and also provides extra pay for section foremen when required to walk or patrol tracks on Sundays. No mention is made of extra pay when required to perform such service on holidays.

*Decision.*—The claim of the employees is denied.

## DECISION NO. 210.—DOCKET 276.

*Chicago, Ill., June 21, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway Co.**

*Question.*—Pay for foreman, engineering department, while held subject to call on Sundays and holidays.

The facts in the case and the contentions of the parties in dispute are quoted from the submission as follows:

*Statement.*—Foremen in the engineering department are required to respond promptly to call on Sundays and holidays and at night. They are paid a monthly rate based on an eight-hour day, and allowed overtime at one and one-half times the pro rata hourly rate for all work in excess of eight hours per day, and additional pay at the pro rata hourly rate for all work performed within the regular work period on Sundays and the holidays specified in the national agreement.

*Employees' position.*—Previous to the effective date of the maintenance of way agreement, foremen and other supervisory employees were required to stay in their respective territory on Sundays, and were paid a monthly salary to cover all Sundays, whether required to work or not. When employees are not allowed their liberty and are required to stay around where they can be called, they are being held for service, and should be paid that time in accordance with the decision in Dockets 1442, MR-296, and also Docket M-639, giving those employees a 26-day month, with additional pay for Sundays. As these men are required to remain in their respective territory on Sundays subject to call, we contend that they should receive pay for all Sundays since the effective date of the maintenance of way national agreement.

*Carrier's position.*—Following the universal and time-honored practice on all railroads, made necessary by the exacting demands of continuous and safe operation, we have always required foremen in the engineering department to respond promptly to call on Sundays and holidays as well as at night when not required to be on duty. The compensation for such service was included in their regular monthly rate. These requirements are recognized in the national agreement in section (h) of Article V, which provides that such employees shall be paid a monthly rate to compensate them for all services rendered, which manifestly includes the service referred to. The decision in Docket M-639 provides for additional payment when such employees are required to work on such days.

Section (r) of Article V of the national agreement expressly states that, "except as provided in these rules no compensation will be allowed for work not performed." Aside from the requirement to respond to call and the necessity of patrolling their territory in case of storms, washouts, or other unusual conditions, these employees are allowed the widest latitude while off duty. They are not required to do any actual work on Sundays except in emergency cases or when the condition of the work makes it necessary, in which case they are paid for all time actually worked. They are not required to remain at their tool houses or at headquarters station or any specified point on or off the railway company's property, but are allowed the privilege of going about their home town and vicinity and that of other towns adjacent to their territory, provided that they keep their whereabouts known to their superior officer and respond promptly when called.

These employees are paid under the provisions of the national agreement and the decision in Docket M-639, and we therefore claim that they are now being compensated for all services they are required to render.

*Decision.*—The agreed statement of facts discloses that these foremen are paid a monthly rate based on eight hours per day, exclusive of Sundays and holidays.

The Labor Board, therefore, decides that they shall be paid additional compensation for work performed or where held for duty on Sundays and holidays specified in the national agreement. Where more favorable conditions do not exist, they shall be paid not less than the pro rata hourly rate, arrived at by dividing their monthly rate by 208, for time worked or time held on duty within the regular work period, and one and one-half times the pro rata hourly rate for services rendered in excess of eight hours per day.

The Board further decides that the liberty granted these employees while off duty is just and reasonable, and that no pay shall accrue to these employees simply because they are required to notify the carrier where they may be reached in case of emergency.

The contention of the employees is therefore denied.

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DECISION NO. 211.—M. C. 99.1.

*Chicago, Ill., June 25, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts); Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Refrigerator Transit Co.

*Question.*—A controversy has arisen between the parties above named as to rules and working conditions, wages, etc., but the preliminary question is whether the United States Railroad Labor Board has jurisdiction over this company. A hearing was held before an examiner as to the nature and character of this company and the business done by it.

*Decision.*—On the facts developed by the evidence, the Labor Board decides that this company is not a common carrier, that it does not come within the provisions of the Transportation Act, 1920, and that the Board has no jurisdiction of the dispute presented.

The complainants are therefore dismissed.

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DECISION NO. 212.—DOCKET 274.

*Chicago, Ill., June 28, 1921.*

Railway Employees' Department, A. F. of L., v. Oregon-Washington Railroad & Navigation Co.

*Question.*—Shall certain employees of the Oregon-Washington Railroad & Navigation Co. be classified and paid as linemen or shall they be classified and paid as electricians?

*Statement.*—Written submissions were filed and oral hearings conducted in connection with this dispute. The evidence so submitted has been summarized by the Board as follows:

The evidence submitted indicates that, prior to the promulgation of the national agreement entered into between the Director General of Railroads and the Federated Shop Crafts, telephone and tele-

graph linemen employed by the Oregon-Washington Railroad & Navigation Co. were paid 68 cents per hour. The evidence further indicates that certain of these employees were regularly assigned to perform road work and were paid a monthly salary without overtime under Interpretation No. 11 of Supplement No. 4 to General Order No. 27, and it is agreed by both parties that linemen were properly classified and paid prior to the promulgation of the national agreement.

Statement was made by the employees' representatives and not denied by the management that the linemen in question are performing, in addition to work specified as that of linemen in rule 45 of the national agreement, the work of installing, repairing, and rebuilding dispatching telephone apparatus; inspecting; maintaining all private automatic exchanges; and inspecting, rebuilding, and repairing telephone and telegraph apparatus. The employees therefore contend that they should be classified and paid as electricians under rules 43 and 140 and as road mechanics under rule 15 of the national agreement.

It is the contention of the management that the said national agreement makes distinctions as between the work of linemen and the work of electricians and, as the present practice has been in vogue for a number of years, that they do not consider that the national agreement contemplates any change therein, and therefore contend that the employees are being properly classified and paid.

The following rules are quoted from the national agreement referred to.

Rule 43 reads, in part:

The rate for all mechanics who were receiving 68 cents per hour or more under Supplement No. 4 to General Order No. 27, except those provided for in rule 45, will be increased 4 cents per hour, effective May 1, 1919.

Rule 45 reads, in part:

Linemen and others covered by rule 141 shall receive 68 cents per hour, effective May 1, 1919.

Groundmen covered by rule 142 shall receive 62 cents per hour, effective May 1, 1919.

Rule 140 reads:

Electricians' work shall consist of repairing, rebuilding, installing, inspecting, and maintaining the electric wiring of generators, switchboards, motors and control, rheostats and control, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, and axle lighting equipment; winding armatures, fields, magnet coils, rotors, transformers, starting compensators; inside wiring in shops and on steam and electric locomotives, passenger trains and motor cars; include cable splicers, wiremen armature winders, electric crane operators for cranes of 40-ton capacity or over; and all other work properly recognized as electricians' work.

Rule 141 reads, in part:

Linemen's work shall consist of building, repairing, and maintaining pole line and supports for service wires and cables, catenary and monorail conductors and feed wires, overhead and underground, and all outside wiring in yards.

*Decision.*—The Labor Board decides upon the evidence submitted that the employees in question are performing the classes of work as specified in rule 140 of the national agreement, and shall be classi-

fied and paid as electricians in accordance with rule 43 of said agreement and subsequent adjustments that have been made in accordance with decisions of this Board.

Employees regularly assigned to road service shall be paid a monthly salary in accordance with rule 15 of the national agreement.

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DECISION NO. 213.—DOCKET 354.

*Chicago, Ill., June 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Richmond, Fredericksburg & Potomac Railroad Co.**

*Question.*—Dispute in connection with bulletined position not awarded to employee holding seniority.

*Statement.*—Effective September 1, 1920, the newly created position of freight-house foreman at Richmond, Va., was bulletined in accordance with the provisions of the clerks' national agreement. Two applications were received, one from J. Atkinson and one from J. A. Ryan. Mr. Ryan was the senior employee, but Mr. Atkinson was awarded the position.

The employees contend that Mr. Ryan had sufficient merit and ability to justify a trial in accordance with the rule.

The carrier states that Mr. Ryan's experience was limited to work in the office which would not fit him for the major duties of the position of foreman, whereas Mr. Atkinson has had 15 years' experience in the loading, unloading, and storing of freight and a thorough knowledge of the rules governing this work, also in the supervision of large forces of truckers and other employees; and contends that Mr. Ryan not having had such experience lacked the fitness to justify a trial as provided in rule 6 of the clerks' national agreement:

Rule 6 of the agreement between the Director General of Railroads and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

Promotion basis: Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail, except however, that this provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I of this agreement.

NOTE: The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy" where two or more employees have adequate "fitness and ability."

The intent of this rule is to establish seniority as to the first consideration in selecting the successful applicant for a bulletined position, but there must be coupled with seniority sufficient fitness and ability to qualify on the position in the 30-day trial provided for in rule 10.

*Decision.*—Basing this decision on the evidence submitted, including the hearing of May 3, 1921, the Labor Board sustains the action of the carrier.

## DECISION NO. 214.—DOCKET 368.

*Chicago, Ill., June 28, 1921.*

**Detroit & Mackinac Railway Co. v. Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Railroad Trainmen; Order of Railway Conductors; Order of Railroad Telegraphers; International Association of Railroad Supervisors of Mechanics; Railway Employees' Department, American Federation of Labor (Federated Shop Crafts); International Association of Railroad Supervisory Foremen (Locomotive and Car Department); United Brotherhood of Maintenance of Way-Employees and Railway Shop Laborers.**

*Question.*—This is a dispute between the carrier and the organizations named above as to what shall constitute just and reasonable wages for the particular positions enumerated in this decision.

*Statement.*—The Detroit & Mackinac Railway Co. granted to some of its employees, under date of September 1, 1920, the increases set forth in Decision No. 2, subject to certain changes and modifications in working conditions. The carrier was not a party to Decision No. 2 and said decision was therefore not applied literally to the particular positions involved in this dispute and such positions were otherwise increased.

Addendum No. 1 to Decision No. 147 authorized the Detroit & Mackinac Railway Co. to make deductions from the rate of wages of specified classes of employees, but excepted certain employees. The note of exception in the above-mentioned addendum reads as follows:

NOTE.—Reductions herein authorized for this carrier shall apply only to employees increased under the provisions of Decision No. 2. Employees otherwise increased to be covered by separate decision.

This controversy was considered in conference between representatives designated and authorized by the carrier and the employees, and not having been decided in such conference was referred to the Labor Board for decision.

*Decision.*—The Detroit & Mackinac Railway Co. shall deduct from the rate of wages for each of the hereinafter-named positions 60 per cent of the increases granted since February 29, 1920:

1. Freight handlers and truckers, scalers, and warehousemen.
2. Maintenance of way and structures foremen and section foremen.
3. Gang and other foremen.

## DECISION NO. 215.—DOCKET 353-96G.

*Chicago, Ill., June 28, 1921.*

**Fort Smith & Western Railroad v. Certain Clerical and Station Employees.**

*Question.*—This is a dispute between the carrier named above and certain clerical and station employees as to what shall constitute just and reasonable wages for the particular positions enumerated in this decision.

*Statement.*—The Fort Smith & Western Railroad was not a party to Decision No. 2 and said decision was therefore not applied literally to the particular positions in question. The carrier granted

certain increases, however, subsequent to July 1, 1920, in order to equalize the rates with those granted other employees.

Addendum No. 1 to Decision No. 147 authorized the Fort Smith & Western Railroad to make deductions from the rate of wages of specified classes of employees, but excepted certain employees. The note of exception in the above-mentioned addendum reads as follows:

NOTE.—Reductions herein authorized for this carrier shall apply only to employees increased under the provisions of Decision No. 2. Employees otherwise increased to be covered by separate decision.

This controversy was considered in conferences between representatives designated and authorized by the carrier and the employees, and not having been decided in such conferences was referred to the Labor Board for decision.

*Decision.*—The Labor Board decides that, effective July 1, 1921, the Fort Smith & Western Railroad shall establish rates of wages for the positions in question, as follows:

1. For the positions of one (1) bill clerk, one (1) car clerk, two (2) warehouse foremen, one (1) stowman, one (1) stenographer, two (2) station helpers, one (1) station helper, one (1) station baggage-man, one (1) station cotton clerk, one (1) station clerk, one (1) ticket clerk, one (1) trucker, deduct sixty per cent (60%) of the increase granted since February 29, 1920.

2. For the position of one (1) warehouse foreman, make no change in the wages in effect since February 29, 1920.

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#### DECISION NO. 216.—DOCKET 315.

*Chicago, Ill., July 1, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New York Central Railroad Co.

*Question.*—Shall H. A. Schroeder, painter at Grand Central Terminal, New York, be paid for two days' suspension account of failure to report for work on Sunday.

*Statement.*—H. A. Schroeder, employed as a painter in the building department at the Grand Central Terminal, New York, was notified to work on Sunday, March 14, 1920, by his foreman, Morris Schleifer. He failed to report for work as ordered and was disciplined by his foreman, who suspended him for two days with loss of pay. The matter was given a hearing and investigation; witnesses were heard and the case reviewed by the supervisor of buildings, the assistant terminal manager, and the terminal manager at the Grand Central station; and the action of the foreman in the original discipline was sustained in each instance. The single fact agreed upon was that he was notified to appear for work, and, having failed to do so, was disciplined as stated.

If the Labor Board looks to the separate statements regarding the position of the respective parties in the submission, some conflict will be found regarding the exact facts as to the length of notice given; also as to whether the employee had not agreed to report, but no evidence will be found as to what was the usual practice. For

the employee it is claimed that he was not notified until 1 p. m., Saturday, the day before he was required to work. The management claims he was notified on Wednesday previous and again on Saturday, and that on Saturday he agreed he would report if the foreman would give him his word of honor that he had notified him, which was done.

*Decision.*—The Labor Board decides that inasmuch as the evidence and statements submitted do not make out a case of unjust or wrongful discipline the management is sustained and the claim of the employee for the two days' pay is denied.

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DECISION NO. 217.—DOCKET 353-214A.

*Chicago, Ill., July 11, 1921.*

American Railway Express Co. v. Brotherhood of Railroad Trainmen; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America; Railway Express Drivers, Chauffeurs, and Conductors (Local No. 720, Chicago, Ill.); Order of Railway Expressmen.

The question in dispute is what shall constitute just and reasonable wages for the employees and subordinate officials of the American Railway Express Co.

The dispute was considered in conference between representatives designated and authorized by the parties, and not having been decided in such conference was referred to the Labor Board for hearing and decision under the provisions of section 301 of the Transportation Act, 1920.

The Labor Board acting under authority of the above-mentioned act and in furtherance of the provisions thereof, having heard and carefully considered the evidence presented, hereby renders a decision as follows:

*Decision.*—The Labor Board decides that the rates of wages heretofore established by the authority of this Board shall be decreased as specified in the following articles, and that such decreases shall be effective as of August 1, 1921.

ARTICLE I.—CARRIER AND EMPLOYEES AFFECTED.

The American Railway Express Co. shall make deductions from the rates of wages heretofore established by the authority of the United States Railroad Labor Board for the specific classes of its employees named in this article in amounts per hour hereinafter specified for such classes.

Section 1. Agents, storekeepers, assistant storekeepers, chief clerks, foremen, subforemen, and other supervisory forces, 6 cents.

Section 2. Clerks, 6 cents.

Section 3. Wagons, automobile, stable, garage, and platform service employees, 6 cents.

Section 4. Messengers and helpers' messengers handling baggage and helpers' guards and other train service employees, 6 cents.

Section 5. All other employees whose wages were increased by section 5, Article II of Decision No. 3, 6 cents.

## ARTICLE II.—GENERAL APPLICATION.

The general regulations governing the application of this decision are as follows:

Section 1. Decreases in wages specified in this decision are to be deducted from the daily, weekly, or monthly rates, as the case may be, in the following manner:

(a) For employees paid by the day, deduct eight (8) times the hourly decrease established from the daily rate.

(b) For employees paid by the week, deduct forty-eight (48) times the hourly decrease established from the weekly rate.

(c) For employees paid by the month (except train-service employees), deduct two hundred and four (204) times the hourly decrease established from the monthly rate.

(d) For train-service employees paid by the month, deduct two hundred and forty (240) times the hourly decrease established from the monthly rate.

Section 2. The decreases in wages hereby established shall be incorporated in and become a part of existing agreements or schedules, and shall remain in effect until or unless changed in the manner provided by the Transportation Act, 1920.

Section 3. It is not intended in this decision to include or fix wages for any officials of the carrier except that class designated in the Transportation Act, 1920, as "subordinate officials," and who are included in the act as within the jurisdiction of this Board. The act provides that the term "subordinate officials" includes officials of carriers of such class or rank as the Interstate Commerce Commission shall designate by regulation duly formulated and issued. Hence, whenever in this decision words are used, such as "agents," "foremen," etc., which may apply to officials, such words are intended to apply to only such classes of subordinate officials as are now or may hereafter be defined and classified by the Interstate Commerce Commission as "subordinate officials" within the meaning of the Transportation Act, 1920.

## ARTICLE III.—INTERPRETATION OF THIS DECISION.

Should a dispute arise between the management and the employees of the carrier as to the meaning or intent of this decision, which can not be decided in conference between the parties directly interested, such dispute shall be referred to the United States Railroad Labor Board in the manner provided by the Transportation Act, 1920.

Section 1. All such disputes shall be presented in a concrete and joint signed statement setting forth:

(a) The article of this decision involved.

(b) The facts in the case.

(c) The position of the employees.

(d) The position of the management thereon.

Where supporting documentary evidence is used it shall be attached to the application for decision in the form of exhibits.

Section 2. Such presentations shall be transmitted to the Secretary of the United States Railroad Labor Board, who shall place same before the Labor Board for final disposition.

## DECISION NO. 218.—DOCKET 404.

*Chicago, Ill., July 26, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pennsylvania System.

*Nature of the proceeding.*—The Federated Shop Crafts of the Pennsylvania System have made an ex-parte submission to the Rail-

road Labor Board of a dispute involving, in substance, the following questions:

1. Has a majority of the employees of any craft on the Pennsylvania System the right to designate an organization to represent said employees in negotiating an agreement with the carrier covering rules and working conditions?

2. Has a majority of the employees of such craft the right to be represented in such negotiations by any one other than an employee of said carrier?

3. Has the carrier complied with the law in the method pursued by it to ascertain who are the representatives of the shop employees with whom it shall negotiate rules?

To said submission of the Federated Shop Crafts, the carrier filed its answer and the dispute has been orally presented by both parties to the Labor Board.

*Statement of facts.*—Prior to the conference referred to below employees in the several shop crafts of the carrier, belonging to System Federation No. 90 affiliated with the Railway Employees' Department of the American Federation of Labor, duly elected their general chairmen who, under the rules of the organization, were authorized to negotiate on matters in dispute between the carrier and the employees.

These officers met representatives of the carrier in conference on May 24, 1921. At this conference the officers stated that they represented the majority of the employees in the shop crafts on the Pennsylvania System and were prepared to negotiate rules in accordance with Decision No. 119 of the Railroad Labor Board.

The representatives of the carrier refused to negotiate with these officers on the ground that there was not satisfactory proof that the system federation actually represented a majority of the employees in question. In order to procure evidence as to whom the majority actually wished to have represent them, the representatives of the carrier announced that they had already prepared and proposed to send out a ballot upon which all shop-craft employees should designate their representatives.

The representatives of the employees comprising System Federation No. 90 objected to this ballot on the ground: (1) That the system federation did represent a majority of the employees in the shop crafts, which the carrier did not deny and that therefore the proposal to take a ballot involved unnecessary delay; (2) that the proposed ballot was not in accordance with the law in that it not only failed to permit employees to vote for an organization, but required them to designate individuals; (3) because it provided that the individuals so designated must be employees of the carrier; and (4) because it provided that the employees be represented regionally rather than from the system as a whole.

The officers of System Federation No. 90 proposed to the representatives of the carrier that they so amend the ballot as to allow employees to vote for an organization if they so desired. This proposal being declined, the officers refused to approve the ballot.

Thereupon the officers of System Federation No. 90 issued a ballot of their own to all shop-craft employees, whom, in supplementary notices, they warned against voting the company's ballot on the ground that it was illegal, and calling upon them to vote for System

Federation No. 90 as their representative. This ballot gave the employees the opportunity to vote for the system federation and left a blank for any other organization which the employee might prefer, but it did not permit him to vote for an individual.

This controversy resulted in two separate elections. The carrier recognized the result of the election which it conducted and is negotiating rules with the representatives chosen in said election.

It is contended by the system federation, and not denied by the carrier, that the majority of the employees in the shop crafts did not vote for the representatives whom the company has recognized and with whom it is conducting negotiations. The company replies that it is immaterial whether a majority of all the employees expressed a preference for these representatives, since they all had an opportunity to vote in the election held by the carrier, and under such circumstances it is the majority of those voting which counts.

The carrier further contends that the Board had not acquired jurisdiction in a lawful manner over the dispute regarding rules and working conditions when Decisions No. 2 and No. 119 were rendered.

The Labor Board acquired such jurisdiction, but that question is not of prime importance in this case.

*Opinion.*—It matters not whether the carrier in its recent efforts to negotiate rules was proceeding under the order of the Labor Board in Decision No. 119 or whether it was proceeding under the Transportation Act itself, as it claims. The fact remains that both the carrier and its employees were taking steps to hold conferences for the negotiation of rules, that a dispute arose at the very outset in the conference between the carrier and the representatives of the employees who constitute System Federation No. 90, and that this dispute is now before the Board.

The question involved is one necessarily incident to the negotiation of rules and within the unquestioned jurisdiction of the Board. It is quite obvious that no conference could ever be held and no rules ever agreed upon if either party could block the proceedings by declining to deal with the other upon any ground or pretext.

For the purposes of this case the arguments of the parties pro and con as to the regularity and validity of Decision No. 119 are of secondary importance. The questions involved arise directly from the Transportation Act itself and are properly before this Board for disposition.

It is not questioned by either party that the Transportation Act contains the following provisions applicable to this dispute:

1. It shall be the duty of all carriers and their officers, employees, and agents to exert every reasonable effort and adopt every available means to avoid any interruption to the operation of any carrier growing out of any dispute between the carrier and the employees or subordinate officials thereof.

2. All such disputes shall be considered and, if possible, decided in conference between representatives designated and authorized so to confer by the carriers, or the employees or subordinate officials thereof, directly interested in the dispute.

3. The Labor Board shall hear, and as soon as practicable and with due diligence decide, any dispute involving grievances, rules, or working conditions \* \* \* upon the application of the chief executives of any carrier or organization of employees or subordinate officials whose members are directly interested in the dispute.

4. The Labor Board may make regulations necessary for the efficient execution of the functions vested in it by this title. (Referring to Title III—Disputes between carriers and their employees and subordinate officials of the Transportation Act, 1920.)

In the case under consideration the matter in dispute was the adoption of a schedule of rules and working conditions for the shop crafts on the Pennsylvania System. Both the carrier and the employees were taking steps to hold the conference required by the Transportation Act, and directed by Decision No. 119. Naturally, the question arising at the very threshold of the negotiations was: Who are the accredited representatives of this class of employees for the purposes of the proposed conference? The carrier had the right to know this fact, just as the employees had the right to know that they were dealing with the properly authorized representatives of the carrier.

It is true that the Federated Shop Crafts claim that the carrier knew that their organization constituted a majority of that class of employees, and that the carrier was not in good faith in refusing to deal with their representatives. This Board can not enter into the motives of the parties. The carrier did not deny that said organization comprised a majority of that class of employees, but merely stated that no evidence of the fact had been furnished to the carrier.

It is evident that since the statute provides that the employees interested in the dispute be represented in such a conference by representatives "designated and authorized" by said employees, it necessarily follows, under our system of government, that a majority of such employees would have the right to designate their representatives.

The Transportation Act does not prescribe any method by which the employees shall elect their representatives for such conference. Both the carrier and the employees in this case correctly concluded that an election by ballot would be necessary. It was at the next step that both parties fell into error.

The carrier had no more right to undertake to assume control of the selection of the representatives of the employees than the employees would have had to supervise the naming of the representatives of the carrier, for the statute plainly provides that the employees shall "designate and authorize" their representatives. In this sophisticated land of popular elections no political party would submit to having its primary held and managed by the opposing party. It is entirely proper, however, that the carrier should keep in close touch with said election, and should be given every facility for first-hand knowledge of the manner in which it is conducted and the correctness of the result reached and announced.

The carrier was not justified in refusing the request of the employees to place on the ticket the name of the organization. The granting of this one request would have avoided all trouble, and nobody would have suffered any injury, because the name of any other organization or the names of individuals could have appeared on the ticket, and all employees, union and nonunion, would have had the right to vote. If a majority of the employees had not wanted to be represented by the organization, they would have had the unobstructed right to say so.

Representation by the organization is only representation by individuals after all. There is nothing in the statute to deny the employees the privilege of belonging to an organization and being represented by that organization through its accredited officers. In fact this has been the established custom for many years and is recognized in the Transportation Act itself.

In excerpt No. 3 from the Transportation Act, above set out, the "chief executive of any organization of employees" is authorized to submit to the Labor Board any dispute where disagreements have occurred in the conference between the carrier and employees. The existence of the organization of employees is thus recognized as it is elsewhere in the statute.

The Labor Board also holds that the employees may vote for representatives who are not employees of the carrier, if they so desire, just as the carrier may select a representative who is neither a director nor a stockholder. It is out of line with the customary procedure in this country to contend that a party to any suit or controversy in any court or tribunal shall be denied counsel and compelled to represent himself. It seems, however, that the employees in this instance were not asking to have the name of any outsider placed on the ballot, but simply the name of their organization, which would have resulted, as the carrier well knew, in the employees being represented by the officers of the organization who are employees of the carrier.

The carrier had no legal authority to divide its system into regions and require the employees to elect regional representatives. The Transportation Act contemplates that the employees of the class directly interested on an entire system shall select representatives. It is easy to see how an arbitrary regional division of the employees by the carrier might be as unjust as it is unlawful.

After having failed to reach a satisfactory agreement with the carrier as to the ballot, the shop crafts put out a ballot of their own, with no provision for any representatives to be voted for except organizations. This was not authorized by law and ignored the rights of the nonunion men.

Neither election, as held, was fair and legal. As a consequence of the failure of the parties to agree upon a method of holding an election, the employees have so far been denied their legal right to select their representatives for this important conference on rules. As evidence of the fact that no real test of the choice of the employees has been had, the carrier in its own presentation to this Board admits that, exclusive of the Altoona shops, only 3,480 men voted, out of 33,104 entitled to vote, for the alleged representatives who are now negotiating rules. In other words, only 10.5 per cent of these employees are represented in these negotiations, and 89.5 per cent are virtually disfranchised. This is the big, outstanding, uncontroverted fact presented in this case, and undoubtedly the law provides a remedy for such a wrong.

It is the duty of the Labor Board to settle this dispute by providing a method that will protect the legal rights of every employee, union and nonunion, to the end that the carrier and this class of employees may proceed to the orderly negotiation of rules.

Neither of the parties to this dispute can serve the country, or justify themselves in the eyes of the public by any amount of propa-

ganda, if they permit a controversy over small technicalities to interrupt commerce and bring loss and suffering upon themselves and the public.

There is no question of the closed or open shop involved in this dispute and no other real matter of principle. The question involved is merely one of procedure.

At a time when the Nation is slowly and painfully progressing through the conditions of industrial depression, unemployment, and unrest consequent upon the war, it is almost treasonable for any employer or employee to stubbornly haggle over nonessentials at the risk of social chaos.

*Decision.*—Under the authority of the Transportation Act, as hereinbefore cited, the Labor Board hereby declares that both of said elections on the Pennsylvania System were illegal and that rules negotiated by the alleged representatives selected by either ballot will be void and of no effect, and orders that a new election be held.

For the purpose of determining the choice of a majority of each of the respective crafts coming under the provisions of this decision the following shall govern:

#### EMPLOYEES ELIGIBLE TO VOTE.

1-a. All machinists, apprentices, and helpers, as defined in and coming under the provisions of Decision No. 2 (Dockets 1, 2, and 3), issued by the United States Railroad Labor Board under date of July 20, 1920, in the service of the carrier, including Altoona Works, and including all employees coming under the provisions of this decision who have been laid off or furloughed and are entitled to return to the service, under the seniority rules, when the force is restored to what is generally recognized as constituting a normal force, if accessible, shall be furnished a ballot and be permitted to vote.

1-b. All boilermakers, apprentices, and helpers, same definition and conditions as set forth in preceding 1-a to apply.

1-c. All blacksmiths, apprentices, and helpers, same definition and conditions as set forth in preceding 1-a to apply.

1-d. All sheet-metal workers, apprentices, and helpers, same definition and conditions as set forth in preceding 1-a to apply.

1-e. All electrical workers, apprentices, and helpers, same definition and conditions as set forth in preceding 1-a to apply.

1-f. All carmen, apprentices, and helpers, same definition and conditions as set forth in preceding 1-a to apply.

#### CONFERENCE AND REPRESENTATION.

A conference shall be held on or before August 10, 1921, at such place as the carrier may designate (of which due notice shall be given to all parties interested), between the duly authorized representatives of the carrier and the duly authorized representatives of System Federation No. 90; the duly authorized representatives of any other organization (representing the classes of employees set out in preceding 1-a to 1-f, inclusive) whose by-laws or constitution establishes the fact that the organization was established for the purpose of performing the functions of a labor organization as contemplated in Title III of the Transportation Act, 1920; and the duly

authorized representatives of 100 or more unorganized employees, selected by the respective crafts set out in the preceding 1-a to 1-f, inclusive, for the purpose of arriving at a clear understanding as to the distribution, casting, counting and tabulating of the ballots and announcing the results thereof.

NOTE.—Representatives of unorganized employees authorized and desiring to attend this conference must have the individual and personal signature and authorization of not less than 100 employees of a single craft, such authorization shall likewise name the place of employment and craft to which each belongs.

#### BALLOTS.

The employees shall, at their own expense, have ballots and envelopes printed in sufficient numbers to provide each employee an opportunity to vote.

Six sets of ballots and envelopes shall be printed, a separate and distinct ballot for each craft as per the following, and only the craft named thereon shall be permitted to use the ballot:

#### PENNSYLVANIA SYSTEM MACHINISTS', APPRENTICES', AND HELPERS' OFFICIAL BALLOT.

A dispute exists between the carrier and System Federation No. 90 of the Railway Employees' Department of the A. F. of L. as to who the employees in the craft above named desire to be represented by in the conference to negotiate rules and working conditions.

The machinists, apprentices, and helpers, irrespective of membership or non-membership in any organization, are therefore to be given an opportunity to designate, by a majority vote, the representation of their choice, as follows:

Those in favor of either of the following will designate their choice by marking an X in the square set out for that purpose.

Those who desire to be represented by System Federation No. 90, Railway Employees' Department of the A. F. of L., mark an X in this square

☐

Those who desire to be represented by the American Federation of Railroad Workers, mark an X in this square

☐

Those who desire to be represented by individuals or by any other organization, write the name of such individual or organization here

☐

and mark an X in this square

Place employed

Craft

Actually working

Laid off or furloughed

Name of voter

If in any craft no organization or individual receives a majority of the legal votes cast, a second vote shall be taken in the same manner, and on the same kind of ballot, but the second ballot will contain only the names of the two organizations or individuals receiving the highest number of votes cast in the first election.

#### VOTING.

The vote shall be taken by crafts, each craft to include mechanics, apprentices, and helpers. A majority of each of the respective

crafts shall have the right to determine by whom they desire to be represented. This right shall not be construed to mean that employees shall be denied the right to name an organization as their representative, neither shall it be construed to prevent the employees from naming an individual who is not an employee of the carrier.

#### DISTRIBUTION, VOTING, AND COUNTING.

A general committee, composed of duly authorized representatives of the carrier, duly authorized representatives of System Federation No. 90, and the duly authorized representatives of any other organization or 100 or more unorganized employees participating in accordance with the provisions of this decision, will be located at designated places for the purpose of distributing, receiving, counting, and tabulating the results of the ballot.

A local committee composed of the duly authorized representatives as above outlined will be established at each division point and at Altoona Works for the purpose of receiving, distributing, packing, and forwarding the ballots by express or registered mail to the general committee. Local committees will see that each employee is given every opportunity to vote and that his ballot is placed in envelope and sealed; the local committee shall also keep a record of the ballots received.

Only the general committee is authorized to open envelopes and count the ballots. Where the force is limited and the local committee can not be procured, arrangements shall be made to place ballots in the hands of such employees and they shall be properly instructed as to the manner of getting their ballot to the general committee.

The ballot should be completed at the earliest possible date. No one but the general committee is authorized to open, count, and tabulate the returns of the ballot, and all parties to the dispute are entitled to be present when any ballots are opened and counted.

When the ballots have been canvassed, the result shall be reported to the Labor Board and the representatives of the carrier and the employees will proceed with the negotiation of rules.

If either party to this dispute believes that the spirit and intent of this decision is not being complied with, the complaint should be filed with the Board with all supporting data.

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#### DECISION NO. 219.—DOCKET 403.

*Chicago, Ill., July 27, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Long Island Railroad Co.**

*Question.*—Shall the carrier negotiate rules and working conditions affecting shop employees with the officers of System Federation No. 90?

*Statement of facts.*—On May 3, 1921, a notice was posted by the superintendent of motive power in the carrier's shops, addressed to all shop crafts (machinists, sheet-metal workers, blacksmiths, boilermakers, carmen, electrical workers, and their apprentices and help-

ers) asking them to name employees to represent them in conference with the management to decide on rules and working conditions to take place of the so-called national agreements and the various orders, supplements, and interpretations of the United States Railroad Administration.

On May 10, 1921, the carrier was notified by letter, signed by an employee designating himself "Chairman, Federation Committee," that the employees of the six shop crafts had decided that officers of System Federation No. 90 should represent them in conference with the management.

The chairman of System Federation No. 90 subsequently notified the general superintendent that he and six general chairmen of the system federation were authorized to represent the employees of the carrier in the proposed negotiations.

The carrier in reply advised the chairman in part as follows:

In order that there may be no possible question as to the desire of our shop employees as to who shall represent them, I have instructed Mr. Bishop to immediately take a poll to determine what the majority of the employees desire. As soon as this poll has been taken, we will be ready to negotiate with the representatives of the majority of the employees.

This poll was taken upon a ballot gotten out by the carrier upon which ballot was printed the following question and instructions:

Do you wish the following officers of System Federation No. 90 to represent you in a conference with the management of the Long Island Railroad on new working conditions to take the place of those suspended July 1 by the wage board?

Place X in proper column opposite names you vote for.

If you do not desire these representatives, you may select others.

(Then followed the names of the officers of System Federation No. 90.)

The poll was taken and showed that 98 per cent of the employees of the carrier desired to be represented by System Federation No. 90.

The general superintendent thereupon informed the chairman of System Federation No. 90 by letter that in his opinion Decision No. 119 contemplated "that conferences relative to agreements should be had between the management of a railroad and its direct employees," and for this reason he declined to negotiate with System Federation No. 90, none of whose officers were employees of the carrier.

Following the letter, the carrier endeavored to negotiate with the local committees in its shops. At the first meeting the several local chairmen informed the representative of the carrier that inasmuch as the employees had voted that System Federation No. 90 should represent them to negotiate rules and working conditions, they had no authority to proceed and therefore would have to decline to conduct negotiations on behalf of the employees.

In his statement before the Board, the general superintendent said:

We were sanguine when that first letter was written, that our employees would not count upon System Federation No. 90 to represent them. \* \* \* Our expectations in that respect were destroyed.

In this connection it should be stated that these employees had been and were then affiliated with System Federation No. 90 and had been represented by it in some previous negotiations with the carrier.

Previous decisions of the Labor Board, notably Decision No. 119, Principle 5 and Interpretation No. 3, dispose of the carrier's other contention, that the Transportation Act does not permit the carrier to conduct negotiations with representatives of its employees unless such representatives are also employees of the carrier. Decision No. 218 issued by this Board also deals fully with the matters herein involved.

Therefore, the Labor Board's explicit declarations, as well as the carrier's own good faith in this particular instance, require the carrier to negotiate with System Federation No. 90.

The contention of the carrier that the Labor Board has not at any time acquired jurisdiction over the subject of rules and working conditions is unsound and untenable.

The Transportation Act, 1920, specifically gives the Board jurisdiction of this subject and makes it the duty of the Board to act on disputes as to such matters properly brought before it.

The Labor Board has not in this case, or any case, undertaken to decide or to assume jurisdiction over the question as to what just and reasonable rules and working conditions should be for any particular road or class until proper conferences should have been had and the provisions of the statute, which gives this Board jurisdiction, have been complied with. But the subject of the continuation of the national agreements, the right of the carriers to confer separately with representatives of their employees, and how and with whom such conferences should be held has been before the Board and its Decision No. 119 was rendered thereon. And in that case the Board to this extent had jurisdiction of the subject and the parties.

The Transportation Act, 1920, expressly provides that the Labor Board may make necessary regulations for the efficient execution of the functions vested in it by this title. This will necessarily include this subject of directing the parties how to proceed to get matters properly before the Board.

In any event, both parties are now before the Labor Board in this case and the act gives the Board jurisdiction of the subject matter, and the decision of the Board carrying out the spirit, purpose, and directions of the Transportation Act in this case would be the same even if Decision No. 119 had not been rendered.

*Decision.*—The carrier shall enter into negotiations regarding rules and working conditions with the officers of System Federation No. 90. Pending the conclusion of such negotiations, there shall be no change in rules and working conditions in force and effect on July 1, 1921, except by agreement between the carrier and System Federation No. 90, in accordance with Decision No. 119 and Addendum No. 2 thereto.

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#### DECISION NO. 220—DOCKET 405.

*Chicago, Ill., August 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System.**

*Question.*—Was the procedure adopted by the carrier to ascertain who should represent the employees in the clerical and station service in the negotiations on rules legal and binding on the employees?

If not, what steps should be taken to name the representatives of said class of employees in the conference on rules and working conditions?

*Statement of facts.*—Under date of April 27, 1921, the System Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Pennsylvania System notified the management of said system that they were ready to enter upon the negotiation of rules and working conditions. No reply to this communication was received until under date of May 21, 1921, the carrier notified the chairman of said organization that its representatives would meet them May 25. On said date the representatives of the carrier and of said organization of employees met in conference.

The carrier submitted a plan for taking a ballot of said class of employees to select their representatives for the conference on rules. The representatives of the organization declined to accept said plan and made a counter proposal. The carrier declined to accept the organization plan. Thereupon, without any adjustment of said difference, the carrier put out its ballot and proceeded to take a vote of said class employees. The evidence shows that a large majority of said employees either did not participate in the election held by the carrier or their votes were thrown out by the carrier. The representatives selected by a minority of the employees in question have since been negotiating new agreements for rules and working conditions, to apply to all employees of that class, including the majority, who did not vote or whose votes were cast out.

The grounds upon which said organization of employees rejected the carrier's plan for a ballot were as follows: (1) That said plan denied to the employees the right to vote for an organization to represent them and permitted voting for individuals only; (2) that it required that the individuals voted for should be employees of the carrier; (3) that the carrier had wrongfully and illegally divided the employees of said class for the purposes of the election into arbitrary subdivisions; and, (4) that the carrier had formulated and announced its plan without consulting the employees.

Furthermore said organization of employees claimed that the carrier was inconsistent in refusing to place on the ballot the name of any organization of employees, because the carrier had already recognized the four brotherhoods representing the engine and train service and had negotiated a system agreement on rules with them.

The representatives of said organization made a counter proposal to the effect that a ballot be prepared containing the names of their organization and all other similar organizations of said class of employees, and that all the details of the election be arranged by mutual agreement between the management of the carrier and the representatives of said organizations.

For the purposes of this election the carrier divided and subdivided said class of employees, as follows:

1. The general office forces at Philadelphia and at Pittsburgh were each segregated and then subdivided into six or more departments, each of which separate departments was to elect a committee of representatives.

2. The remainder of said employees were separated into the divisions comprised in the four regions of the Pennsylvania System—namely, the eastern, central, northwestern, and southwestern regions, with the provision that the employees of each division and of each general superintendent's office should elect three representatives. Said class of employees were then divided into three classes, presumably based on the nature of the work performed, as follows:

1. All clerks (excluding chief clerks to supervisory officers, general superintendents, and staff officers) in all offices and departments up to and including general superintendent's office.

2. Station, storehouse, warehouse, and elevator foremen and assistant foremen.

3. All office, station, warehouse, storehouse, and elevator forces and engine and train crew callers, excluding—

(a) Agents, storekeepers, station masters, and their assistants.

(b) All clerks.

(c) Station, storehouse, warehouse, and elevator foremen and assistant foremen.

As examples of the results of the balloting, the evidence shows the following:

1. On the Akron Division, central region, where there were 172 clerks, the committeemen selected in the election held by the carrier received, respectively, 5, 5, and 4 votes.

2. On the Eastern Division, central region, out of 750 eligible clerical votes the committeemen that the carrier declared elected received, respectively, 94, 65, and 61 votes.

3. On the Pittsburgh Division, central region, out of 1,345 eligible clerical votes, the committeemen received, respectively, 151, 147, and 146 votes.

4. On the Northern Division, central region, the chairman of the committee was elected by a vote of 20.

5. On the Renovo Division, from a total of 305 eligible votes, the committeemen declared to be elected received 19 votes.

It appears from the proof that on certain divisions some of the members of said clerks' organization voted in the election conducted by the carrier, casting their ballots for the "Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees" or for the "system board of adjustment" of said clerks' organization.

For example: On the Baltimore Division, eastern region, 414 votes were cast for the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. These votes were thrown out, and a committeeman declared elected who received 28 votes.

On the Chicago Terminal Division, northwestern region, the system board of adjustment of said clerks' organization received 495 votes. These ballots were ignored as void, and committeemen were declared elected who received, respectively, 105, 83, and 76 votes.

In the general offices in Pittsburgh, in the office of the auditor, through traffic, the system board of adjustment, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, received 512 votes, which were declared void by the carrier and were not counted.

The foregoing statements of facts and figures relative to said election are expressly admitted in detail by the carrier.

Following the development of the foregoing dispute, said organization of employees made an ex parte submission of said dispute to the United States Railroad Labor Board. Both parties appeared before the Board on the date set for hearing. The employees presented their contentions orally and in writing. The carrier filed its written answer under date of July 26, 1921. The Board's jurisdiction has not been questioned.

*Opinion.*—The question involved is one necessarily incident to the negotiation of rules in accordance with the Transportation Act and is within the unquestioned jurisdiction of the Board. It is quite obvious that the necessary conference for such negotiation can not be had until the conferees have been properly designated and mutually recognized and received.

The principal provisions of the Transportation Act applicable to this dispute are as follows:

1. It shall be the duty of all carriers and their officers, employees, and agents to exert every reasonable effort and adopt every available means to avoid any interruption to the operation of any carrier growing out of any dispute between the carrier and the employees or subordinate officials thereof.

2. All such disputes shall be considered and, if possible, decided in conference between representatives designated and authorized so to confer by the carriers or the employees or subordinate officials thereof, directly interested in the dispute.

3. The Labor Board shall hear, and as soon as practicable and with due diligence decide, any dispute involving grievances, rules, or working conditions \* \* \* upon the application of the chief executives of any carrier or organization of employees or subordinate officials whose members are directly interested in the dispute.

4. The Labor Board may make regulations necessary for the efficient execution of the functions vested in it by this title. (Referring to Title III—Disputes between carriers and their employees and subordinate officials, of the Transportation Act, 1920.)

As to the contentions arising between the carrier and the said organization concerning the designation of representatives of said employees, the Labor Board holds as follows:

1. The carrier was within its rights in denying that the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees represented a majority of that class of employees, and in requiring evidence of the alleged fact.

2. An election to be freely participated in by all employees of that class, union and nonunion, to select representatives to negotiate rules and working conditions was proper and legal.

3. That the carrier was wrong in refusing to allow the name of any organization to go on the ballot. There is nothing in the Transportation Act to justify this course. Said statute recognizes the existence of organizations of railway employees, and the right of the men to belong to such organization is no longer seriously questioned in any quarter.

The railway employees have built up organizations with their money, have put at the head of them the men they consider most competent and trustworthy, and have acquired a vast amount of information, statistical and general, bearing on matters affecting their rules and working conditions. It is unjust and unreasonable to seek by methods, direct or indirect, to deprive them of the efficient

representation afforded by these organizations, provided, of course, a majority of them desire to be so represented.

On the other hand, if the carrier by fair and legal methods can win the support of a majority of its employees to nonunion representation in this important statutory conference, it has the undoubted right to do so.

Putting the name of an organization on the ballot was equivalent to putting the names of individuals there, because it simply meant that the chosen officers of the organization would represent the employees, if the majority vote authorized.

4. Said organization of employees was wrong in its suggestion that the ballot contain only the names of organizations to the exclusion of individuals. This ignored the rights of nonunion men, and was therefore unjust and unreasonable.

5. The insistence of the carrier that no name should go on the ballot save that of an employee of the carrier is not justified by the statute. The employees had no desire, however, so far as the record shows, to place on the ballot the name of anyone not an employee.

6. The carrier had no legal right to adopt a regional division for the purpose of requiring the employees to elect regional representatives. The Transportation Act contemplates that the class of employees directly interested on the entire system shall select their representatives, and even if it did not, the carrier would have no right to make such arrangement without the consent of the other contracting party. Such a power to subdivide into districts could easily degenerate into the process known in politics as gerrymandering.

The carrier had no right to segregate for the purpose of such election, the clerks in the general offices at Philadelphia and Pittsburgh, as the character of their work and the conditions under which it is performed are not so dissimilar from that of the other clerks as to constitute them a distinct class of employees. This action was in disregard of Decision No. 153 of this Board, which is here cited for further direction on this particular matter. For the same reason the carrier did not have the right to otherwise subdivide the clerks for the purpose of said ballot. The groups into which they were divided did not constitute distinct classes of employees.

7. The carrier was correct in its contention that the employees embraced in the membership of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees constitute more than one distinct class of employees within the meaning of the Transportation Act.

The Labor Board holds that, under the Transportation Act, one distinct class of employees can not negotiate rules for another distinct class. For example, the laborers employed in and around stations, storehouses, and warehouses have no right to participate in the election of representatives to negotiate rules for clerks, and, vice versa, the clerks have no right to participate in the election of representatives to negotiate rules for said laborers.

The fact that these different and distinct classes of employees belong to the same organization does not affect the question under consideration. The organization may admit to its membership as many different classes of employees as it may see fit, but it can not throw their combined vote and strength to the election of representatives

to negotiate, under the Transportation Act, for any one distinct class of employees. The organization may be selected, however, to represent any class of employees that belong to it.

The Labor Board has heretofore held that employees performing work similar in its general characteristics and in the conditions surrounding it belong to the same class, within the meaning of the statute. It now holds the converse of this proposition—namely, that employees performing work dissimilar in its general characteristics and in the conditions surrounding it must be assigned to different classes, within the meaning of the statute.

It is not always easy, however, to classify employees, for there are varying degrees of similarity and dissimilarity in their work and working conditions.

For the purpose of the proposed ballot, the Board holds that the employees in question are properly divided into the three following classes:

#### GROUP 1.

This group shall include all clerical forces in all departments, as defined in rule 4 of the national agreement promulgated by the United States Railroad Administration (excluding those that were considered as coming under the provisions of section (b), Article I of the national agreement). This group shall also include telephone switchboard operators, office boys, office messengers, office chore boys, and other employees filling similar positions in offices, employees engaged in assorting way bills and tickets, operating appliances or machines for perforating, addressing envelopes, numbering claims and other papers, gathering and distributing mail, adjusting dictaphone cylinders, and performing other analogous office service.

#### GROUP 2.

This group shall include station, storehouse, warehouse, and elevator foremen, and assistant foremen, and other foremen supervising employees specified in Group 3, storekeepers (not including general storekeepers and assistant general storekeepers), excluding such employees as were considered as coming under the provisions of section (b), Article I of the national agreement promulgated by the United States Railroad Administration.

#### GROUP 3.

This group shall include all office, station, warehouse, storehouse, and elevator forces (not included in Groups 1 and 2), such as train announcers, gatemen, baggage and parcel room employees, operators of station equipment devices (excluding those covered by agreement with telegraphers), elevator operators, office, station, and warehouse watchmen and janitors, station, platform, warehouse, transfer, dock, pier, storeroom, stock room, and team track freight handlers or truckers, or others similarly employed, sealers, scalers, and freight and perishable inspectors, stowers and stevedores, callers, or loaders, locators or coopers, and all other similar or common labor in and around stations, storehouses, and warehouses.

8. When the dispute arose as to the essential preliminary of how the representatives of the employees should be selected, neither party should have proceeded further, until that disagreement was composed either by further conference or by reference to the Labor Board.

The Transportation Act places the carrier and the employees in a contractual relationship as to the negotiation of rules and working conditions, and neither of the parties has the right, either directly or indirectly, to dominate or dictate the other party's selection of its representatives.

The statute expressly says that the employees directly interested shall "designate and authorize" their representatives.

Inasmuch as the law requires the carrier to deal with the representatives of the employees, it necessarily follows that the carrier must know who the duly authorized representatives are. It is therefore proper for the carrier to be kept in close contact with the election and to be represented in the conduct thereof.

In this connection it may be added that all regular labor organizations and the unorganized employees of the carrier should be fairly represented in every step incident to the taking of such a ballot.

The misunderstanding which arose as to the proper method to adopt for the selection of the representatives of the employees for the conference on rules deprived great numbers of employees, apparently a majority, of their legal right to be represented. This sort of a situation is not conducive to industrial peace. The carrier ought not to be content with it, because it is unjust and un-American.

It can not be said that this case involves in any sense the question of the open or closed shop. Neither does it involve any attempt to deprive the carrier and the employees of the right to sit down at a conference table and settle their own differences, if any arise, as to rules and working conditions. On the contrary, it is the purpose of this board by its decision to guarantee both to the carrier and its employees, union and nonunion, every right conferred upon them by the law, to the end that there may be the harmonious cooperation essential to the well-being of all parties and the highest service to the public at large.

*Decision.*—The Labor Board declares that the election held by the carrier, as hereinbefore described, was illegal and void, and that the rules negotiated by the alleged representatives selected by said ballot will be void and of no effect.

The Board orders that another election be held to determine the choice of a majority of each of the three classes of employees above set out, as to their representatives in the negotiations of rules and working conditions.

A conference shall be held on or before August 15, 1921, at such place as the carrier may designate (of which due notice shall be given to all interested parties) between the duly authorized representatives of the carrier and of the system board of adjustment of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; the duly authorized representatives of any other similar organization embracing in its membership any of the employees in either of said classes and the duly authorized representatives of 100 or more unorganized employees.

Representatives of unorganized employees authorized to attend this conference must have the individual and personal signature and authorization of not less than 100 employees of either of said three classes, said authorization also showing the place of employment and the class of employees to which each belongs.

Said conference will arrange all the details of said proposed ballot and election, along the same lines and under rules and regulations analogous to those provided for the shop crafts in Decision No. 218.

When the ballots have been canvassed, the result shall be reported to the Labor Board, and the chosen representatives of the carrier and the employees will proceed with the negotiation of rules.

If either party to this dispute should believe at any time that the spirit and intent of this decision is not being complied with, complaint should be filed with the Labor Board in the usual manner.

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DECISION NO. 221.—DOCKET 264.

*Chicago, Ill., August 9, 1921.*

**Order of Railroad Telegraphers v. Chicago Great Western Railroad Co.**

*Question.*—This dispute is upon the displacement of B. W. Foster, agent at Byron, Ill., on the Eastern Division of the Chicago Great Western Railroad Co., by I. E. Palmer, formerly superintendent, Northern Division.

*Statement of facts.*—On June 1, 1920, by direction of the managing official of the carrier, Mr. Palmer displaced Mr. Foster, agent at Byron, Ill. Mr. Palmer entered the service of the carrier on June 21, 1892, and continued in station and telegraph service on the Eastern Division until April, 1906, except for a short period in 1903 when he secured a leave of absence to take a position as brakeman. Having secured a leave of absence in order to accept a position as brakeman, the continuity of Mr. Palmer's service was preserved. In April, 1906, he was promoted to position of assistant train master and served in official positions up to and including that of superintendent from that time to June 1, 1920, when he returned to the agency at Byron, Ill.

Mr. Foster entered the service of the carrier on June 4, 1903, as a telegrapher and has been continuously employed in the station and telegraph service since that date. He bid for and was assigned to the agency at Byron, Ill., on April 7, 1919. Upon being displaced at Byron by Mr. Palmer, Mr. Foster was checked in as agent at Maywood, Ill., and on September 4, 1920, bid for and was assigned to the agency at Forest Park, Ill., which position he states is more acceptable to him than Byron, and one for which he would have applied even though he was not displaced at Byron.

The employees state that there is no rule in their schedule which permits of the retention of seniority in the station and telegraph service by employees promoted or appointed to positions outside of the scope of the agreement; that such arrangement can only be made by special agreement between the representatives of the employees and the carrier; that Mr. Palmer's name has never appeared upon any of the seniority lists of employees in station and telegraph serv-

ice, which lists are compiled in accordance with the rules contained in the schedule; and that there is at least one case which may be considered a precedent, namely, that of an employee promoted to position of dispatcher and whose accumulated seniority in the station and telegraph service was not restored when he returned to that service; furthermore, that the rules of the current agreement require that all vacant positions shall be bulletined for the bid of employees eligible to apply for same; that there was no vacancy at Byron, Ill., and if Mr. Palmer had retained his seniority he could not displace Mr. Foster.

The carrier states that when Mr. Palmer accepted the promotion to an official position in 1906 he was guaranteed the retention of his seniority rights in the station and telegraph service, and he has always understood that when he desired to return to such service he would be permitted to exercise his seniority on the division from which promoted, and contends that by reason of the fact that the guarantee of the retention of his seniority rights was made to Mr. Palmer by a duly authorized officer of the carrier, and was given and accepted in good faith, he should not be required to suffer the loss of his seniority through failure to include his name on the seniority list, also that he is senior to Mr. Foster in the service of the carrier, and having seniority should be permitted to exercise it on the division.

*Decision.*—The position of the employees is sustained.

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DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., August 11, 1921.*

Chicago & North Western Railway Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

*Nature of the proceeding.*—The subject matter of this dispute is a series of controversies between the parties named herein relating to rules and working conditions.

Pursuant to Decision No. 119 and in conformity with the provisions of the Transportation Act, 1920, a large number of carriers have held conferences on rules and working conditions with the representatives of their respective employees comprised in the six shop crafts, namely, the machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, carmen, and their apprentices and helpers.

Each of these carriers individually negotiated with its own employees comprising said crafts and they jointly certified to the Railroad Labor Board the rules upon which they agreed, and those upon which they disagreed, with the respective proposals of the parties as to the latter.

There are still other carriers which have not yet completed their negotiations with said shop crafts.

The Railroad Labor Board first took up the certified submission of disagreed rules from one individual carrier and disposed of said disputes, after devoting daily consideration to same for nearly three

weeks. Subsequently, the Board, after giving the matter thorough consideration, decided that there were certain of these rules that could and should be made identical for all the carriers from which disagreements had been certified to the Board. The first rules so selected for general application were those corresponding with rules 6, 7, 9, 10, 12, 14, and 15 of the national agreement.

In deciding the disputes between the various carriers and their respective employees relative to said rules, the Board gave careful consideration to the submissions filed by the respective parties at the original hearing, including a vast amount of evidence, data, and arguments, oral, written, and documentary, and information gathered by its own forces, as well as to the written arguments filed along with the certification of the disputed rules.

*Parties to the dispute.*—The names of the carriers and the organizations representing the employees in the shop crafts between which disagreements arose and were certified to the Railroad Labor Board, relative to all or a part of said seven rules are set out under subcaptions 1 and 2 below.

#### 1. CARRIERS.

The carriers parties hereto, each of which has a dispute with the organizations representing the employees in the shop crafts on one or more of the rules covered by this decision, are:

Ann Arbor Railroad Co.  
 Atlanta & West Point Railroad Co.  
     Western Railway of Alabama.  
 Atlanta Joint Terminals.  
 Atlanta Coast Line Railroad Co.  
 Baltimore & Ohio Railroad Co.  
     Baltimore & Ohio Chicago Terminal Railway Co.  
 Bangor & Aroostook Railroad Co.  
 Belt Railway of Chicago.  
 Bessemer & Lake Erie Railroad Co.  
 Boston & Maine Railroad.  
 Buffalo & Susquehanna Railroad Corporation.  
 Buffalo, Rochester & Pittsburgh Railway Co.  
 Carolina, Clinchfield & Ohio Railway.  
     Carolina, Clinchfield & Ohio Railway of South Carolina.  
 Central of Georgia Railway Co.  
 Central Indiana Railway Co.  
 Central Railroad Co. of New Jersey.  
 Charleston & Western Carolina Railway.  
 Chesapeake & Ohio Railway Co.  
     Chesapeake & Ohio Railway Co. of Indiana.  
 Chicago & Alton Railroad Co.  
 Chicago & Eastern Illinois Railroad Co.  
 Chicago & North Western Railway Co.  
 Chicago & Western Indiana Railroad Co.  
 Chicago, Burlington & Quincy Railroad Co.  
 Chicago Great Western Railroad Co.

Chicago, Indianapolis & Louisville Railway Co.  
 Chicago Junction Railway Co.  
     Chicago River & Indiana Railroad Co.  
 Chicago, Milwaukee & St. Paul Railway Co.  
 Chicago, Peoria & St. Louis Railroad Co.  
 Chicago, Rock Island & Pacific Railway Co.  
     Chicago, Rock Island & Gulf Railway Co.  
 Chicago, St. Paul, Minneapolis & Omaha Railroad Co.  
 Colorado & Southern Railway Co.  
 Cumberland & Pennsylvania Railroad Co.  
 Delaware & Hudson Railroad Co.  
 Delaware, Lackawanna & Western Railroad Co.  
 Denver & Rio Grande Railroad.  
 Duluth, South Shore & Atlantic Railway Co.  
     Mineral Range Railroad.  
 Elgin, Joliet & Eastern Railway.  
 Erie Railroad Co.  
     Chicago & Erie Railroad.  
     New Jersey & New York Railroad.  
     New York, Susquehanna & Western Railroad.  
     Wilkes-Barre & Eastern Railroad.  
 Florida East Coast Railway Co.  
 Fort Smith & Western Railroad.  
 Georgia, Florida & Alabama Railway Co.

- Georgia Railroad.  
Grand Trunk Railway System.  
(Lines in United States.)  
Great Northern Railway Co.  
Green Bay & Western Railroad.  
Kewaunee, Green Bay & Western Railroad.  
Ahnapee & Western Railway.  
Gulf, Mobile & Northern Railroad Co.  
Hocking Valley Railway Co.  
Illinois Central Railroad Co.  
Chicago, Memphis & Gulf Railroad Co.  
Yazoo & Mississippi Valley Railroad Co.  
Indianapolis Union Railway Co.  
International & Great Northern Railway.  
Jacksonville Terminal Co.  
Kansas City Southern Railway Co.  
Texarkana & Fort Smith Railway.  
Kansas City, Mexico & Orient Railway Co.  
Kansas City, Mexico & Orient Railway Co. of Texas.  
Kansas, Oklahoma & Gulf Railway Co.  
Kansas, Oklahoma & Gulf Railway Co. of Texas.  
Kentucky & Indiana Terminal Railroad.  
Lehigh & New England Railroad Co.  
Lehigh Valley Railroad Co.  
Louisville, Henderson & St. Louis Railway Co.  
Maine Central Railroad Co.  
Portland Terminal Co.  
Minneapolis & St. Louis Railroad Co.  
Minneapolis, St. Paul & Sault Ste. Marie Railway Co.  
Minnesota & International Railway Co.  
Big Fork & International Falls Railway Co.  
Missouri, Kansas & Texas Railway Co.  
Missouri, Kansas & Texas Railway Co. of Texas.  
Wichita Falls & Northwestern Railroad.  
Missouri Pacific Railroad Co.  
Mobile & Ohio Railroad Co.  
Columbus & Greenville Railroad Co.  
Monongahela Railway Co.  
Nashville, Chattanooga & St. Louis Railway.  
New Orleans & Great Northern Railroad Co.  
New York Central Railroad Co.  
Boston & Albany Railroad.  
Cincinnati Northern Railroad Co.
- New York Central Railroad Co.—Con.  
Cleveland, Cincinnati, Chicago & St. Louis Railway Co.  
Fort Wayne, Cincinnati & Louisville Railroad Co.  
Kana-wha & Michigan Railway Co.  
Lake Erie & Western Railroad Co.  
Michigan Central Railroad Co.  
Rutland Railroad Co.  
Toledo & Ohio Central Railway Co.  
New York, Chicago & St. Louis Railroad Co.  
New York, Ontario & Western Railway Co.  
Norfolk & Western Railway Co.  
Norfolk Southern Railroad Co.  
Northern Pacific Railway Co.  
Northwestern Pacific Railroad Co.  
Richmond, Fredericksburg & Potomac Railroad Co.  
St. Louis-San Francisco Railway Co.  
St. Louis Southwestern Railway Co.  
St. Louis Southwestern Railway Co. of Texas.  
San Antonio, Uvalde & Gulf Railroad.  
San Diego & Arizona Railway.  
Seaboard Air Line Railway Co.  
Southern Railway Co.  
Cincinnati, New Orleans & Texas Pacific Railway Co.  
Alabama Great Southern Railroad Co.  
New Orleans & Northeastern Railroad Co.  
New Orleans Terminal Co.  
Georgia Southern & Florida Railway Co.  
St. John's River Terminal Co.  
Harriman & Northeastern Railroad Co.  
Northern Alabama Railway Co.  
Atlantic & Yadkin Railway Co.  
Terminal Railroad Association of St. Louis and affiliated lines.  
Toledo, Peoria & Western Railway Co.  
Toledo Terminal Railroad Co.  
Trinity & Brazos Valley Railway Co.  
Union Pacific Railroad Co.  
Los Angeles & Salt Lake Railroad Co.  
Ogden Union Railway & Depot Co.  
Oregon Short Line Railroad Co.  
Oregon-Washington Railroad & Navigation Co.  
St. Joseph & Grand Island Railway Co.  
Wabash Railway Co.  
Western Maryland Railway Co.  
Western Pacific Railroad Co.

## 2. ORGANIZATIONS.

The organizations representing the employees in the shop crafts, which have a dispute with one or more of the above-named carriers on one or more of the rules covered by this decision, are:

Railway Employees' Department of the American Federation of Labor and its affiliated organizations known as the Federated Shop Crafts—

1. Brotherhood Railway Carmen of America.
2. International Alliance of Amalgamated Sheet Metal Workers.
3. International Association of Machinists.

Railway Employees' Department of the American Federation of Labor—Con.

4. International Brotherhood of Blacksmiths, Drop Forgers and Helpers.
5. International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.
6. International Brotherhood of Electrical Workers.

*Decision.*—The Railroad Labor Board has decided that the seven rules approved by the Board, corresponding to said seven rules of the national agreement, are just and reasonable and that they shall apply to each of the carriers set out under the caption "Parties to the dispute" except in such instances as any particular carrier may have agreed with its employees upon any one or more of said rules, in which case the rule or rules agreed upon by the carrier and its employees shall apply on said road. Reference is made to the number of these rules in the national agreement, because they are not numbered uniformly in the submissions from the various carriers.

The seven rules approved by the Board are as follows:

*Rule No. 6.*—All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved; except as may be provided in rules hereinafter set out.

Work performed on Sundays and the following legal holidays, viz., New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or proclamation shall be considered the holiday), shall be paid for at the rate of time and one-half, except that employees necessary to the operation of power houses, millwright gangs, heat treating plants, train yards, running repair and inspection forces, who are regularly assigned by bulletin to work on Sundays and holidays, will be compensated on the same basis as on week days. Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad.

*Rule No. 7.*—For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one hour for any such service performed.

Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight-time rates.

Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and can not be performed by the regular force in time to avoid delays to train movement.

Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one hour; the advance period to be not more than one hour.

Except as otherwise provided for in this rule, all overtime beyond 16 hours' service in any 24-hour period, computed from starting time of employees' regular shift, shall be paid for at rate of double time.

*Rule No. 9.*—Employees required to work during, or any part of, the lunch period, shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed 30 minutes) without loss of time.

This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

*Rule No. 10.*—An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency road work away

from such shop, engine house, repair track, or inspection point, will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station and straight-time rate for all time waiting or traveling.

If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed.

Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight-time rate.

Wrecking service employees will be paid under this rule, except that all time working, waiting, or traveling on Sundays and holidays will be paid for at rate of time and one-half, and all time working, waiting, or traveling on week days after the recognized straight-time hours at home station will also be paid for at rate of time and one-half.

*Rule No. 12.*—Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight-time rates to be paid for straight-time hours at home station, and for all other time, whether waiting or traveling. If, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

While at such outside point they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours for each day.

Where meals and lodging are not provided by the company, actual necessary expenses will be allowed.

On the return trip to the home point, straight time for waiting or traveling will be allowed up to the time of arrival at the home point.

*Rule No. 14.*—Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving the home station to the time they return, whether working, waiting, or traveling, exclusive of the meal period, as follows:

Straight time for all hours traveling and waiting, straight time for work performed during regular hours, and overtime rates for work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the company when away from home station, actual expenses will be allowed.

The starting time to be not earlier than 6 a. m. nor later than 8 a. m.

Where two (2) or more shifts are worked, the starting time will be regulated accordingly.

Where employees are required to use boarding cars, the railroad will furnish sanitary cars and equip them for cooking, heating, and lodging; the present practice of furnishing cooks and equipment and maintaining and operating the cars shall be continued.

*Exception.*—In case where the schedule of trains interferes with the starting time an agreement may be entered into by the superintendent of the department affected and the general chairman of the craft affected.

*Rule No. 15.*—Employees regularly assigned to perform road work and paid on a monthly basis shall be paid not less than the minimum hourly rate established for the corresponding class of employees coming under the provisions of this schedule on the basis of 365 eight-hour days per calendar year. The monthly salary is arrived at by dividing the total earnings of 2,920 hours by 12; no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

The regularly assigned road men under the provisions of this rule may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

Where meals and lodging are not furnished by the railroad or when the service requirements made the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment.

The foregoing rules are all connected with the subject of overtime, and the Board's approval of them is based on its conception of the requirements of the Transportation Act that rules and working conditions must be just and reasonable. They must be reasonable and just both to the carrier and the employee.

There was a wide diversity of rules among the numerous railroads of this country prior to the standardization that took place during Federal control. It is therefore possible to cite precedents for almost any rule that may be advocated. Such precedents, at best, are persuasive but not controlling. The fact that a given rule may once have existed by agreement on a road is not conclusive of its reasonableness and justness; for it may have been imposed on the employees by unavoidable necessity or on the carrier by economic pressure. The Board has therefore felt constrained to consider the principles of right and wrong involved in the proposals and counter-proposals submitted to it in the light of present conditions and industrial history.

Throughout these rules the soundness of the principle of punitive pay for overtime work has been recognized, but not to the extreme extent embodied in the national agreement.

The 8-hour day has also been given full recognition. The policy of paying time and one-half for work performed on Sundays and holidays is also approved in rule 6, but an important exception is provided. Certain kinds of work, which are unavoidably and regularly performed on Sundays and holidays and which are absolutely essential to the continuous operation of the railroad to meet the requirements of the public, are not treated as overtime work. The carrier has no choice as to the performance of this work and does not arbitrarily require it. It is not just to penalize the carrier for that which it can not escape. Manufacturing plants can, as a rule, control or eliminate Sunday and holiday work; therefore a comparison of such plants with a railroad is unfair except in so far as the "back shop" is concerned, and the method of paying for overtime in the back shop has not been disturbed by these rules.

There are other classes of employment in which Sunday and holiday work is regular and necessary, and those engaged in it are not paid overtime; for example, engineers, firemen, conductors, and trainmen, and, going outside of railroad service, police and fire department employees, and street car conductors and motormen.

The practice of allowing 5 hours for a call is a relic of the time when 10 hours constituted a day's work, and it was thought just and reasonable to allow one-half day, or 5 hours, for a call. Now that the hours have been reduced to 8, by the same principle, it is just and reasonable to make the allowance one-half day, or 4 hours.

Employees usually commence work between 7 a. m. and 7.30 a. m., with a lunch period in the neighborhood of 12 o'clock noon, and finish their regular 8-hour period at 4 p. m. Certainly, there is no hardship in asking employees to continue on to 6 p. m. (if their services

are required), before they go to a meal, and in many cases workmen would prefer to work the additional two hours in order to complete their work and go home without having to return.

If men are called after regular hours for some emergency work, it is fair and reasonable to use these men only on other emergency work which may have developed after they were called without being obliged to call them again or to call other men.

When men are sent out on the road for emergency service, or to fill temporary vacancies, it is certainly just and reasonable to pay them straight time for all time traveling or waiting, and for all time worked, straight time for straight-time hours, and overtime for overtime hours in accordance with the practice at the home station or at the point where they are temporarily employed.

It is just and reasonable that men assigned to road service on a monthly basis should be paid 8 hours per day, 365 days per year, without any allowance for overtime.

It is a fact that on many Sundays and holidays these men are not called upon to work, but no deduction is made in their pay. These monthly positions must be desirable, because they are usually occupied by the older men, and there is regularity as to the monthly compensation.

The Labor Board does not deem it necessary to enter further into a detailed discussion of said rules. A mere comparison by an unbiased mind of the rules adopted by the Board and the corresponding rules embraced in the national agreement which were proposed by the employees for readoption by this Board is sufficient, the Board believes, to convince that the modifications are just and reasonable, and that the complaint made by the carriers that the national agreement rules were burdensome, unreasonable, and unjust was well grounded.

The Board has felt impelled, however, to decline many of the modifications of said rules advocated by the carriers, because they appeared to go to an opposite extreme that is unjust and unreasonable.

In this case, as so often happens in human experience, there is a point somewhere between the extreme positions of opposing forces where justice and reason may be found.

The rules above set out will become effective August 16, 1921, on the roads upon which they are applicable, as aforesaid, except that employees who have been paid under a less favorable rate or condition for the period embracing July 1 to August 15, 1921, inclusive, shall be reimbursed under these rules.

### DISSENTING OPINION.

For reasons hereinafter set forth, the undersigned dissents from the majority decision rendered by the Board as to the following disagreed rules, the subject matter of which was jointly submitted to the Board by the Chicago & North Western Railway Co. and the Federated Shop Crafts for decision.

The questions in dispute, for ready reference purpose only, are given the same rule numbers and embrace the same subject matter as the corresponding numbers and rules of the national agreement.

### RULES 6, 7, 10, 12, 14, AND 15.

The basis of procedure in this case was as follows: The Board, by motion, first agreed to take up and decide the questions in dispute

on the Chicago & North Western Railway Co. and that the decision reached would apply only to this carrier.

On July 23, 1921, the following motion was adopted:

The approval by the Board of any rule for any carrier does not carry with it the approval of that rule for any other carrier unless expressly so stated.

On August 5, 1921, the following motion was adopted:

That rules 6, 7, 10, 12, 153, 154, and 155 as adopted for the Chicago & North Western Railroad be applied as of August 15 to all roads where there has been a difference between the men and the carriers on these rules and the case is before the Board, and the same to be released as soon as supporting or dissenting opinions can be prepared.

In rule 6 the majority of Board decided that:

Employees necessary to the operation of power houses, millwright gangs, heat-treating plants, train yard, running repairs and inspection forces, who are regularly assigned by bulletin to work on Sundays and holidays, will be compensated on the same basis as on week days.

The employees' proposed rule and defense are herewith quoted.

*Rule 6.*—All overtime after bulletin hours will be paid for at the rate of time and one-half until relieved, except as provided for in rules 7, 9, 10, and 12.

This to include work performed on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and such State holidays as are now recognized as punitive overtime days at the various points within the different States.

*Defense.*—Some of the crafts on the Chicago & North Western Railroad have, prior to and through agreements since 1905, received one and one-half time for services rendered outside of regular bulletin hours, including Sundays and holidays. This has been extended to other crafts from year to year and all shop crafts have received it since 1917, and prior to that time, and we herewith quote rules of former agreements:

“MACHINISTS' RULE, 1906.

“All time over the regular working time Sundays, New Year's Day, Washington's Birthday, July Fourth, Decoration Day, Labor Day, Thanksgiving Day, and Christmas shall be paid for at one and one-half time.

“Any of the holidays mentioned in this schedule falling on Sundays, the day observed by the State or Nation or by proclamation shall be considered a holiday and paid for as such.”

“BOILERMAKERS' RULE, OCTOBER 1, 1910.

“Boilermakers, apprentices, and helpers working on a job during overtime hours before or after the bulletin hours of each shift shall receive pay as follows:

“Time and one-half from the bulletin hours of the shop (if working less than nine hours) up to and including the ninth hour. For all time thereafter they shall receive five hours for three hours and twenty minutes or less. If more than three hours and twenty minutes are worked after the ninth hour, then time and one-half shall govern. Boilermakers, helpers, and apprentices will be paid at the rate of time and one-half for Sundays and legal holidays. This to include the following: New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving, and Christmas. When a holiday falls on Sunday, the day observed by the Nation or State shall be recognized as a legal holiday.”

“BLACKSMITHS' RULE, DECEMBER 1, 1912.

“Blacksmiths and helpers working on a job during overtime hours, before or after the bulletin hours of the shops, shall receive pay as follows:

“Time and one-half for all bulletin hours of the shop (if working less than nine hours) up to and including the ninth hour. For all time worked there-

after they shall receive five hours for three hours and twenty minutes or less. If more than three hours and twenty minutes are worked after the nine hours, then time and one-half shall govern.

"Time and one-half will be paid for all Sundays and national holidays as follows: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas; and any of the foregoing falling on Sunday, those designated by the State or Nation shall be considered the holiday."

"FEDERATED RULE, APRIL 16, 1916.

"*Machinists.*—Overtime rates shall be paid for Sundays and holidays as follows: New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas; when any of the above holidays fall on Sunday, the day observed by the State or Nation, or by proclamation, shall be considered the holiday. Overtime rates will also be paid for all time worked before or after bulletin hours, days the shops and roundhouses are shut down except to make emergency repairs to shop tools or machinery, or to work in shops or roundhouses working on parts of locomotives, etc., in roundhouses undergoing running repairs. This clause not to conflict with the carmen's special agreement.

"A man working during the day shift being called to work all night, and following that is called upon to work during the next day, shall receive overtime rates during overtime hours and following day until relieved, except he works the following day of his own accord."

*Boilermakers.*—April 16, 1916. Same as above.

*Blacksmiths.*—April 16, 1916. Same as above.

*Carmen.*—April 16, 1916. Same as above.

"FEDERATED RULE, JULY 5, 1917. MACHINISTS, BOILERMAKERS, BLACKSMITHS, CARMEN, ELECTRICAL WORKERS, SHEET-METAL WORKERS.

"Overtime rates shall be paid for Sundays and holidays, as follows:

"New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"When any of the above holidays fall on Sunday, the day observed by the State or Nation, or by proclamation, shall be considered the holiday.

"Overtime rates will also be paid for all time worked before or after bulletined hours, days the shops and roundhouses are shut down, except to make emergency repairs in shops and roundhouses, working on parts of locomotives, etc., in roundhouses undergoing running repairs.

"Freight train yard interchange and passenger terminal forces in the car department will not be paid overtime rates for Sundays.

"Employees on this railroad do not desire to work overtime, but they do contend that if they are required to work overtime they will receive extra compensation and should not be made to sacrifice the overtime conditions they were enjoying prior to the national agreement.

"The employees hold that they should not be requested to relinquish the conditions they have had on this railroad for a good many years."

In rule 7 the majority of the board decided that these employees were not entitled to be paid as for a call if required to return for service after being released to obtain food; likewise the majority decided that these employees were to be paid a minimum of only four hours when called or required to report for work outside of regular hours or the so-called continuous service provision of this rule.

The employees proposed rule 7 and defense are herewith quoted:

*Rule 7.*—Employees working overtime continuous with bulletin hours shall be paid 1 hour for 40 minutes' service or less, and will not be required to work longer than one hour before being permitted to procure meal.

Employees called or required to return to work before or after bulletin hours shall be paid five hours for three hours and twenty minutes service or less.

Employees working overtime shall be required to do only such work as held or called for.

Employees called and reporting for work but not used will be paid not less than five hours for such call.

*Defense.*—Employees contend that this is not an unfair rule, and that they should receive 1 hour for 40 minutes' service or less if required to work continuous with their regular working hours, and they should not be required to work more than 1 hour without being permitted to go to meals.

Previous to the application of this rule it was the practice of foremen to hold men an unreasonable time without permitting them to go to meals.

This rule provides that when men are called to or required to work before or after their regular bulletin hours they should be allowed 5 hours for 3 hours and 20 minutes service or less. The employees feel as though this is not an unjust rule due to the fact that they may be called or notified to go to work at any hour outside of their regular working hours, and which is very inconvenient to the employees.

Prior to the adoption of the national agreement, the employees in the Chicago & North Western Railroad did enjoy, through agreement, the conditions which this rule provides for, and we herewith quote the following rules:

"MACHINISTS' RULE, 1906.

"Machinists called to work overtime, and such work shall be three hours and twenty minutes or less, shall receive five hours' pay. If more than three hours and twenty minutes, then time and one-half will be paid.

"Decision of May 16, 1905, on rule 16. A man is entitled to half a day's pay for any work he performs consuming three hours and twenty minutes or any time less, irrespective of at what time he is notified to come and perform the work."

"BLACKSMITHS' RULE, AUGUST 1, 1910.

"Blacksmiths and helpers working on a job during overtime hours before or after bulletin hours of the shop shall receive pay as follows:

"Time and one-half from the bulletin hours of the shop (if working less than nine hours) up to and including the ninth hour. For all time thereafter they shall receive five hours for three hours and twenty minutes, or less. If more than three hours and twenty minutes is worked after the ninth hour, then time and one-half shall govern."

"BOILERMAKERS' RULE, OCTOBER 1, 1910.

"Boilermakers, apprentices, and helpers working on a job during overtime hours before or after the bulletin hours of each shift shall receive pay as follows: Time and one-half from the bulletin hours of the shop (if working less than nine hours) up to and including the ninth hour. For all time worked thereafter they shall receive five hours for three hours and twenty minutes or less. If more than three hours and twenty minutes is worked after the ninth hour, then time and one-half shall govern."

*Boilermakers.*—December 1, 1912. Same as above.

*Blacksmiths.*—December 1, 1912. Same as above.

*Machinists.*—December 1, 1912. Same as above.

"FEDERATED RULE, APRIL 16, 1916.

"*Machinists.*—Men called for emergency repairs shall be allowed to go home when job for which they are called or held over has been finished. Employees subject to this agreement working on a job during overtime hours, before or after bulletin hours of each shift, shall receive pay as follows: Five hours for three hours and twenty minutes or less. If more than three hours and twenty minutes are worked, before or after bulletin hours of shops and roundhouses, then time and one-half to govern. When men are called during overtime hours and are on duty from time called for three hours and twenty minutes or less and are then released during said overtime hours, they shall be paid for five hours."

*Boilermakers.*—April 16, 1916. Same as above.

*Blacksmiths.*—April 16, 1916. Same as above.

*Carmen.*—April 16, 1916. Same as above.

FEDERATED RULE, JULY 5, 1917. MACHINISTS, BOILERMAKERS, BLACKSMITHS, CARMEN, ELECTRICAL WORKERS, AND SHEET-METAL WORKERS.

"Employees subject to this agreement working in shops, roundhouses, and repair tracks during overtime hours, before or after bulletin hours of each shift, shall receive pay as follows: Five hours for three hours and twenty minutes or less. If more than three hours and twenty minutes are worked before or after bulletin hours of shops and roundhouses, then time and one-half to govern. Men working the eight-hour day or shift, if required to work the ninth hour, shall be paid time and one-half for same; if required to work beyond this time, the five-hour rule will apply to all time worked beyond the eight hours up to three hours and twenty minutes."

The employees feel that this rule is fair and just, and the conditions which have been in effect prior to the national agreement should continue.

Rule 10 as submitted by the employees is substantially the rule that was in effect on many railroads as the result of mutual agreement between the carriers and the employees.

The employees proposed rule 10 and the defense are herewith quoted.

*Rule 10.* Employees, except as the provisions of rule 12 apply, sent out on the road for emergency service shall receive continuous time from the time called until their return, as follows:

Overtime rates for all overtime hours and straight time for the recognized straight-time hours at home station, whether working, waiting, or traveling, except that after the first 24 hours, if relieved from duty and permitted to go to bed for 5 or more hours, they will not be allowed time for such hours, provided that in no case shall an employee be paid for less than 8 hours on week days, and 8 hours at one and one-half time for Sundays and recognized holidays for each calendar day. Where meals and lodging are not provided by the railroad actual expenses will be allowed. Employees will receive all allowances for expenses not later than the time when they are paid for the service rendered. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

*Defense.*—This rule provides where employees are required to perform emergency road service they shall receive not less than their daily wage, and in addition pay for what are considered overtime hours at their home station, in accordance with rule 6, and actual expenses.

We contend that this rule has been an old-established rule and that it is justified inasmuch as employees sent out to make such emergency repairs are compelled to work under severe conditions.

Also employees called for emergency road service are required to leave at any time of the night, and we feel that on such calls men should be given one hour preparatory time in order to gather their tools and other necessities, and in addition to enable him to notify his family that he has been called for road service.

On such road trips an employee is required in the majority of the cases to be on duty the full 24 hours, during which time he renders valuable service to the company, and is therefore entitled to full pay for full time as provided for in this rule.

It is recognized that when an employee is away from home he is subject to a greater expense than when working at home station, and the railroad has recognized that it is requiring and receiving valuable service.

This class of service is not normal or regular and requires the most qualified and physically fit employees, as they are required to perform this work at times under the most unfavorable conditions, and represents a very small expenditure when compared with the total shop pay roll.

Therefore the employees feel that this rule as submitted is just and reasonable.

The majority of the Board decided in rule 155 that employees performing this service should be paid a monthly salary on the basis of 243 hours per month, instead of 263 hours per month as formerly.

The employees' proposed rule and defense are herewith quoted:

*Rule 155.*—Employees regularly assigned to perform road work and paid on a monthly basis shall be paid not less than the minimum hourly rate established

for the corresponding class of employees coming under the provisions of this schedule, on the basis of 365 eight-hour days per calendar year, with pay at the rate of time and one-half time for Sundays and holidays designated herein; otherwise, overtime will not be paid. Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual expenses. This service is distinct and separate from that performed by any other class of employees coming under the provisions of this schedule and is not to be confused therewith; the employees assigned to it shall not be assigned to or used to perform the construction, repair, and emergency work assigned to the other employees under the provisions of the general and special rules of this schedule.

NOTE.—The following is an example to be followed in arriving at the monthly rate:

	Hours.
365 days multiplied by 8 equals.....	2, 920
59 Sundays and holidays at one-half time will be 59 multiplied by 4, equaling.....	236
Total hours to be paid for.....	3, 156

The monthly salary is arrived at by dividing the total earnings of 3,156 hours by 12; no overtime is allowed for time worked in excess of 8 hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

*Defense.*—This rule provides for time and one-half for Sundays and holidays, and we contend that this compensation is just and reasonable on account of the irregularity of hours due to traveling time and working conditions. In many instances on this railroad, on account of train service, employees are required to work from 10 to 12 or more hours per day, including Sundays and holidays, also in addition being subject to call any time within the 24-hour period, without compensation for excessive hours other than that provided for in this rule.

We contend that this rule is applicable to this class of employees and should remain in effect.

We desire to call to the attention of the Board the inconsistent stand of the officers' committee in refusing to consider either the present monthly rate, as provided for in this rule, or the hourly rate which was offered by the employees' committee in lieu of the submission offered by the railroad.

We desire, however, that our submissions governing this class of employees at the present time remain in effect.

Furthermore, other employees working for the railroad and paid on a monthly basis do not have their salaries deducted, and are also allowed from 10 to 15 days' leave of absence with pay. Also, in many cases employees performing this class of work work on a monthly basis, and a record of all time is kept and they were allowed overtime for all time in excess of the average number of hours upon which their monthly rate was based.

The Board's decision means that in addition to the reduction in their monthly salary under Decision No. 147 and addenda thereto (effective July 1, 1921) of 8 cents per hour based on 263 hours per month, as compared with a decrease for other monthly paid employees, on the basis of 204 hours per month, that they are (on August 16, 1921) to suffer a further reduction of approximately \$15 per month by arbitrarily reducing the number of hours from 263 to 243 per month as the basis of arriving at the monthly salary.

To the uninitiated the employees' proposed rule means that these employees were to be paid on an hourly basis and receive time and one-half for Sundays and seven designated holidays, and thus receive a salary that was not justified by the service rendered. The facts are that the number of hours have no relation to the service or salary other than that of serving as a measure by which the monthly salary should be fixed. These employees are on duty 24 hours per day, 365 days per year, working day or night as the occasion or

emergency demands; more often than otherwise they are assigned to a mileage territory that keeps them away from their home point a major portion of the month; they usually ride nights and work days when the service required will permit; their opportunities for social intercourse and pleasures of home life are extremely limited, and if they lay off a day or more their salary is automatically reduced accordingly. Other monthly-rated employees in the service of the carriers are generally accorded one day off in seven with pay, many are granted Saturday afternoons off with pay; likewise reasonable sick leave with pay and annual vacations with pay, ranging from one to two weeks, are not unusual. These skilled craftsmen were paid maximum monthly salaries as follows:

May 1, 1919, to April 30, 1920, \$189 per month;

May 1, 1920, to June 30, 1921, \$223.50 per month;

July 1, 1921, to August 14, 1921, \$202.50 per month;

August 15, 1921, \$187 per month;

or \$2 per month less than the salary paid on May 1, 1919.

Since 1902 and up to December 31, 1917, the following-named railroad officials, representing the railroads designated, appear as signing agreements reached by negotiation with the duly authorized representatives of the various shop crafts, and, generally speaking, these agreements embodied the following principles as to the payments for overtime:

Rule 6. All overtime, including time worked outside of bulletin hours (or all overtime), shall be paid for at the rate of time and one-half time (in many agreements double time after midnight for day men and after mid-day for night men), except for 40 minutes or less 1 hour will be allowed; this is to include work performed on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. When a holiday falls on Sunday, the day set apart by the State or Federal Government will be observed.

Rule 7. Men will not be required to work more than 1 hour at the end of the hours in force without being permitted to go to meals, and if required to return to work, or if called to work, a minimum of 5 hours' time for 3 hours and 20 minutes work or less will be allowed.

Rule 10. There were three rules generally in effect governing road service, as follows:

(a) Men sent out on the road shall be allowed time and one-half time from the time they are called until they return, they to pay their own expenses. Men will be called as nearly as possible one hour before leaving time and will deliver tools to shop on their return.

(b) Men sent out on the road for temporary service shall receive continuous time from time called until their return as follows: Overtime rates for all overtime hours, whether working, waiting, or traveling; and straight time for what are straight-time hours at home station, whether working, waiting, or traveling, except that after the first 24 hours, if relieved from duty and permitted to go to bed for five or more hours, they will not be allowed for such time. Where meals and lodging were not furnished by carrier, expenses were allowed.

(c) Men sent out on the road to work will, if absent less than 24 hours, be allowed shop rates (straight time for straight-time hours, time and one-half for time and one-half hours, and double time for time on duty after midnight for day men and mid-day for night men); over twenty-four hours will be allowed straight time from time they leave until they return, except Sundays and holidays, when time and one-half will be paid with reasonable expenses.

Rule 12. Many rules were in effect for payment of this service, those most generally recognized are as follows:

(a) Employees will be sent to fill temporary vacancies at outlying points, and will receive time and one-half time from the time called for the first three twenty-four-hour days; thereafter regular shop rates will apply, and they will be paid not less than a regular day's work when returning to home station.

(b) Employees transferred temporarily at the request of the company from one shop or roundhouse to another shop or roundhouse will be allowed straight time for the first 48 hours traveling or working from the time of departure from home station. Shop rates for time worked and one (work) day's time for each day of traveling until arriving at home station; reasonable expenses from time of leaving until returning to home station.

(c) Employees sent to outside shop or roundhouse for temporary service will be allowed straight time for traveling to and from home point (except on Sundays and legal holidays, when regular overtime rate will apply) and will work under regular shop rules while at such outside points. Their expenses while away from home terminal will be paid by the carrier.

Name of railroad.	Official signing.	Official position.
Ann Arbor.....	E. F. Blomeyer.....	Vice president and general manager.
Atlanta, Birmingham & Atlantic..	J. E. Osmer.....	Superintendent motive power.
	E. T. Lamb.....	Receiver.
	J. F. Sheahan.....	Superintendent motive power.
Atlantic Coast Line.....	B. L. Bugg.....	General manager.
	R. E. Smith.....	General superintendent motive power.
Baltimore & Ohio.....	W. N. Royall.....	General manager.
	W. C. Loree.....	General manager B. & O. Southwestern.
	F. H. Clark.....	General superintendent motive power.
	C. W. Galloway.....	General manager.
Belt Railway of Chicago.....	E. F. Jones.....	Master mechanic.
Boston & Maine.....	C. H. Wiggins.....	Superintendent motive power.
	J. W. Marden.....	Superintendent car department.
	Henry Bartlett.....	Superintendent mechanical department.
	John V. Young.....	Superintendent of signals.
	C. E. Lee.....	General superintendent.
Bessemer & Lake Erie.....	F. A. Merrill.....	Engineer maintenance of way.
	E. H. Utley.....	General manager.
	E. B. Gilbert.....	Superintendent motive power.
Buffalo, Rochester & Pittsburgh..	Guy M. Gray.....	Do.
	F. J. Harrison.....	Do.
	E. F. Robinson.....	General manager.
	A. H. Ream.....	Master mechanic.
	J. T. Calbert.....	General superintendent.
Canadian Pacific (Lines East).....	H. H. Vaughan.....	Assistant to vice president.
Canadian Pacific (Lines West)....	A. Price.....	Assistant general manager.
	Grant Hall.....	Superintendent motive power.
	C. H. Temple.....	Do.
Canadian Northern (Ontario & Quebec Division).	A. L. Graburn.....	Assistant superintendent rolling stock.
Canadian Northern (Lines West).	L. C. Fritch.....	General manager.
	A. H. Eager.....	Assistant superintendent rolling stock.
	M. H. MacLeod.....	General manager.
Canadian Government Railways..	J. V. Gutems.....	Do.
Canadian Railway War Board....	Grant Hall.....	Chairman administration.
	W. M. Neal.....	General secretary.
Carolina, Clinchfield & Ohio.....	G. F. Shull.....	Master mechanic.
	L. H. Phetteplace.....	General manager.
Central of New Jersey.....	C. E. Chambers.....	Superintendent motive power.
	Wm. A. Barkalow.....	General attorney.
	M. W. Perrine.....	Master mechanic.
	Geo. W. Rink.....	Mechanical engineer.
Central of Georgia.....	T. B. Dickerson.....	
	F. F. Gaines.....	Chairman manager's committee of roads interested.
Chesapeake & Ohio.....	L. W. Baldwin.....	
	Geo. F. Johnson.....	General manager.
	John R. Gould.....	Superintendent motive power.
Chicago & Alton.....	J. T. McGrath.....	Superintendent rolling stock.
	J. E. O'Hearne.....	Superintendent motive power.
	W. G. Bierd.....	President.
Chicago & Eastern Illinois.....	S. T. Park.....	Superintendent motive power.
	J. H. Tinker.....	Do.
	J. E. Epler.....	Do.
Chicago Great Western (Oelwein shops).	J. E. Chisholm.....	General master mechanic.
	H. E. Eich.....	Superintendent motive power.
	J. A. Gordon.....	General manager.
	W. L. Park.....	Do.
Chicago & Illinois Midland Ry....	H. M. Hallock.....	Vice president.

Name of railroad.	Official signing.	Official position.
Chicago, Indianapolis & Louisville.	H. C. May..... A. H. Westfall..... H. R. Kurrie..... C. P. Burgman..... P. L. McManus.....	Superintendent motive power. General manager. President. Superintendent motive power. General superintendent.
Chicago, Milwaukee & St. Paul (Puget Sound Lines East and West).	Frank Rusch..... A. E. Manchester..... F. D. Campbell..... W. Alexander..... A. E. Manchester.....	General master mechanic. Superintendent motive power. General car foreman. Superintendent motive power. Do.
Chicago, Milwaukee & St. Paul (Lines East and West) (two separate agreements).		
Chicago & North Western.....	R. Quayle.....	Superintendent motive power and machinery. Do.
Chicago, Peoria & St. Louis.....	H. T. Bentley..... T. H. Goodman..... C. S. Branch..... W. C. Hurst.....	Superintendent car department. Superintendent mechanical department. General manager for receivers. General mechanical superintendent.
Chicago, Rock Island & Pacific....	W. J. Tollerton..... O. S. Jones..... T. H. Beacon..... J. J. O'Neil.....	Vice president and general manager. President. Superintendent motive power and machinery. General superintendent.
Chicago, St. Paul, Minneapolis & Omaha.	H. W. Trenholm..... W. H. Thorn..... C. E. Hait..... O. S. Jackson..... M. M. Dick.....	General manager. Superintendent car building. General superintendent. Do.
Chicago, Terre Haute & South-eastern.	W. Gantany..... I. S. Downing..... D. J. Mullen.....	General master car builder. Do. Superintendent motive power.
Cleveland, Cincinnati, Chicago & St. Louis; also Peoria Eastern.	E. Boas..... M. V. Hynes..... W. L. Kellogg..... F. H. Alfred..... E. A. Gould.....	Do. Superintendent motive power. General superintendent. Superintendent motive power. General superintendent.
Cincinnati, Indianapolis & Western.	M. J. McCarthy..... J. R. Groves..... H. C. Van Buskirk..... J. H. Young..... J. D. Welch.....	Superintendent motive power. Superintendent of machinery. Superintendent motive power. General manager. General superintendent.
Cincinnati, Hamilton & Dayton...	H. W. Ridgway..... E. S. Koller..... B. B. Greer..... H. C. Manchester..... T. B. Purves, Jr.....	Superintendent motive power. Vice president and general manager. Do. Superintendent motive power and car department. Assistant general manager.
Colorado Midland.....	J. F. Enright.....	Superintendent motive power and car department. Do.
Colorado Southern.....	W. J. Bennett..... D. G. Cunningham..... W. R. Freeman..... C. Boettcher..... M. C. McPartland.....	Do. Do. Receiver. Do. Master mechanic.
Duluth & Iron Range.....	T. E. Freeman..... B. R. Moore..... C. W. Seddon..... W. A. McGonagle.....	General foreman. Superintendent motive power. Superintendent motive power and cars. First vice president.
Duluth, Missabe & Northern.....	F. Hopper..... A. H. Eager..... R. Weir..... W. R. Smith.....	Master mechanic. Assistant superintendent rolling stock. Master mechanic. General manager.
Duluth, Winnipeg & Pacific.....	J. P. Beckwith..... Geo. F. Goodrich..... W. M. Bushnell..... H. E. Beal..... A. L. Mills.....	President. Master mechanic. General manager. Master mechanic. Receiver.
Edmonton, Dunvegan & British Columbia.	D. D. Robertson..... G. F. Cotter..... G. Siemantel..... L. L. Dawson..... H. A. Gausewitz..... F. O. Walsh.....	General master mechanic. General superintendent. General master mechanic. Superintendent motive power. General superintendent. Superintendent motive power and equipment.
Florida East Coast.....	C. A. Wickersham..... C. E. Brooks..... M. Donaldson..... W. D. Robb.....	General manager. Superintendent motive power. Vice president and general manager. Vice president.
Fort Smith & Western.....	A. C. Deverall..... R. D. Hawkins..... G. H. Emerson..... J. M. Gruber.....	Superintendent motive power. Do. General manager. Vice president.
Fort Worth & Denver City.....		
Georgia.....		
Grand Trunk Pacific.....		
Great Northern.....		

Name of railroad.	Official signing.	Official position.
Green Bay & Western.....	C. W. Dieman.....	Vice president.
Gulf Coast Lines.....	J. S. Pyeatt.....	Superintendent.
	J. C. Nolan.....	Superintendent motive power.
Hocking Valley.....	M. A. Kinney.....	Do.
Houston & Texas Central; also	J. T. Connors.....	
Houston, East & West Texas.		
Illinois Central.....	J. H. Neuffer.....	Superintendent of machinery.
	J. E. Bulser.....	Assistant superintendent of machinery.
	M. K. Barnum.....	General superintendent motive power.
	R. W. Bell.....	Superintendent of machinery.
	J. M. Borrowdale.....	Superintendent car department.
International & Great Northern...	G. S. Hunter.....	General master mechanic.
	F. S. Anthony.....	Superintendent of machinery.
	H. Martin.....	Superintendent.
	Thos. J. Freeman.....	Receiver and general manager.
	C. H. Seabrook.....	Superintendent of machinery.
	W. E. Duff.....	Master car builder.
	S. T. Armstrong.....	Superintendent motive power.
	S. E. Burkhead.....	
Indiana Harbor Belt.....	A. G. Whittington.....	General manager.
Kanawha & Michigan.....	T. W. Coe.....	Master mechanic.
	W. J. O'Brien.....	Do.
	A. N. Lyon.....	General superintendent.
Kansas City, Mexico & Orient....	E. Dickinson.....	Vice president and general manager.
	F. Mertsheimer.....	General superintendent motive power and
		car department.
Kansas City Terminal.....	N. J. O'Brien.....	Vice president and general manager.
	O. C. Hill.....	Superintendent.
	W. E. New.....	Master mechanic.
Kansas City Southern.....	J. W. Small.....	Superintendent.
	W. Coughlin.....	General manager.
	F. W. Holden.....	General superintendent transportation.
	G. F. Hess.....	Superintendent of machinery.
Kentucky & Indiana Terminal....	W. E. Knox.....	Manager and chief engineer.
	T. H. Richtmeyer.....	Do.
	W. S. Campbell.....	Do.
	W. P. McDevitt.....	Master mechanic.
Louisiana & Arkansas.....	J. E. Tierney.....	Do.
	T. A. Brown.....	Superintendent motive power.
	C. G. Lunday.....	General superintendent.
Louisville & Nashville.....	C. F. Giles.....	Superintendent of machinery.
Minneapolis & St. Louis.....	J. Hill.....	Master mechanic.
	P. Maher.....	Superintendent motive power.
	W. G. Blerd.....	General manager.
	G. W. Seidel.....	Superintendent motive power.
Maine Central (Portland Terminal)	D. C. Douglas.....	General manager.
	Phillip M. Hammet.....	Superintendent motive power.
Michigan Central.....	E. D. Bonner.....	Do.
	Geo. E. Parks.....	Division master mechanic.
	W. H. Flynn.....	Do.
	E. R. Webb.....	Do.
	T. J. Hennessey.....	Do.
	A. Link.....	Do.
	T. J. Burns.....	Assistant superintendent motive power.
Missouri, Kansas & Texas (also	W. L. Kellogg.....	Superintendent motive power.
Wichita Falls & Northwestern).	F. W. Taylor.....	Do.
Missouri Pacific.....	W. H. Maddocks.....	Assistant superintendent motive power.
	Geo. W. Smith.....	Superintendent of machinery.
	A. W. Sullivan.....	General manager.
	R. J. Turnbull.....	Mechanical superintendent.
	J. W. Higgins.....	General manager.
	J. E. O'Brien.....	Mechanical superintendent.
	J. F. Murphy.....	General manager.
Missouri & North Arkansas.....	M. D. Ingram.....	General mechanical foreman.
	Chas. Hanley.....	Superintendent.
	C. A. Phelan.....	General manager for receiver.
Missouri, Oklahoma & Gulf.....	W. G. Humphrey.....	General superintendent.
	H. C. Ferris.....	Receiver.
Minnesota & International.....	H. E. Lotus.....	Master mechanic.
	W. H. Gemmell.....	General manager.
Midland Valley.....	H. D. Earl.....	Superintendent.
	C. T. Windle.....	Master mechanic.
Minnesota Transfer.....	H. A. Kennedy.....	Vice president.
	J. Hoban.....	Master mechanic.
Minneapolis, St. Paul & Sault Ste.	T. A. Fogue.....	General mechanical superintendent.
Marie.		
New York, Chicago & St. Louis...	M. A. Macbeth.....	Superintendent motive power.
	W. G. Besch.....	Master mechanic.
New York, New Haven & Hartford	G. W. Widdin.....	Mechanical superintendent.
New York, Ontario & Western....	G. W. West.....	Superintendent motive power.
	B. P. Flory.....	Do.
Norfolk & Western.....	W. H. Lewis.....	Do.
	A. C. Needles.....	General manager.

Name of railroad.	Official signing.	Official position.
Norfolk Southern.....	J. D. Stack.....	
Northern Pacific.....	J. W. Sasser.....	
	Wm. Moir.....	Mechanical superintendent.
	H. J. Horn.....	General manager Lines East.
	H. C. Nutt.....	General manager Lines West.
	G. A. Goodell.....	General manager Lines East.
	G. H. Gilman.....	Master car builder.
	H. M. Curry.....	Mechanical superintendent.
	J. M. Rapelje.....	General manager Lines East.
	E. C. Blanchard.....	General manager Lines West.
Peoria & Pekin Union.....	J. W. Hill.....	Master mechanic.
Pere Marquette.....	R. H. Johnson.....	General manager.
	W. D. Trump.....	General superintendent.
	W. L. Kellogg.....	Superintendent motive power.
Richmond, Fredericksburg & Potomac.....	W. F. Kapp.....	Superintendent shops and machinery.
San Antonio & Aransas Pass.....	C. W. Culp.....	General superintendent.
	J. S. Peter.....	First vice president and general manager.
	F. L. Carson.....	Superintendent motive power.
St. Louis, Brownsville & Mexico.....	J. C. Nolan.....	Superintendent.
St. Louis Southwestern.....	W. E. Green.....	General superintendent.
	F. H. Britton.....	Vice president and general manager.
	T. E. Adams.....	Superintendent motive power.
	W. J. Miller.....	Master mechanic.
	J. W. Maxwell.....	General superintendent.
	Wm. Neff.....	Do.
	J. M. Kilfoyle.....	Master mechanic.
	J. W. Everman.....	General manager.
	J. M. Herbert.....	First vice president.
St. Louis-San Francisco.....	G. A. Hancock.....	Superintendent motive power.
	W. T. Tyler.....	General manager.
	P. T. Dunlap.....	General superintendent motive power.
	R. F. Carr.....	Assistant general manager.
St. Louis-San Francisco & Texas.....	A. A. Graham.....	Master mechanic.
	T. B. Coppage.....	Vice president and general manager.
St. Joseph & Grand Island.....	E. Stenger.....	General manager.
San Pedro, Los Angeles & Salt Lake.....	F. E. Davison.....	Superintendent of machinery.
Seaboard Air Line.....	J. W. Small.....	Superintendent motive power.
Southern Railway <sup>1</sup> .....	A. Stewart.....	General superintendent motive power and equipment.
Southern Pacific.....	H. J. Small.....	General superintendent motive power
Spokane, Portland & Seattle, and Oregon Electric.....	A. C. Adams.....	Superintendent motive power.
	J. H. Young.....	President.
	J. Dickson.....	Superintendent motive power.
Terminal Railroad Association of St. Louis, St. Louis Merchants' Bridge Terminal, and Wiggins Ferry.....	Wm. Bowden.....	Master mechanic.
	T. L. Burlingame.....	General manager.
Texas & Pacific.....	F. S. Anthony.....	Mechanical superintendent.
	J. W. Everman.....	General superintendent.
	E. F. Kearney.....	First vice president.
	A. P. Prendergast.....	Mechanical superintendent.
	J. H. Elliott.....	General superintendent.
	J. L. Lancaster.....	First vice president.
Toledo & Ohio Central.....	O. Bowersox.....	Master mechanic.
Trinity & Brazos Valley.....	C. H. Seabrook.....	Superintendent motive power and equipment.
	J. W. Robins.....	President and general manager.
	J. P. Maupin.....	Superintendent motive power.
Virginian.....	Raymond DuCuy.....	Vice president and general manager.
	J. Berlingett.....	Assistant general manager.
	F. T. Slayton.....	Superintendent motive power.
Wabash.....	E. F. Needham.....	Superintendent locomotive and car department.
	Henry Miller.....	General manager for receivers.
	C. E. Cotter.....	General manager.
Wabash, Pittsburg Terminal.....	H. F. Grewe.....	For the general manager.
Western Maryland.....	C. M. Trisch.....	Superintendent motive power and car department.
	J. A. Shepherd.....	General manager.
	H. R. Warnock.....	Superintendent motive power.
	A. R. Merrick.....	General superintendent.
	S. Ennes.....	General manager.
Wheeling & Lake Erie.....	F. T. Hyndman.....	For the receiver.
	Geo. Durham.....	Do.

<sup>1</sup> Southern Railway includes Cincinnati, New Orleans & Texas; Alabama Great Southern; Georgia Southern & Florida; Virginia & Southwestern; Mobile & Ohio.

During 1917 the following committee, designated as "Managers' Committee" and representing the following railroads, negotiated an agreement applicable alike to the railroads named:

Name of railroad.	Official signing.	Official position.
Atlantic Coast Line.....	P. R. Albright.....	General manager.
	R. E. Smith.....	General superintendent motive power.
Central of Georgia.....	L. W. Baldwin.....	General manager.
	F. F. Gaines.....	Superintendent motive power.
Chesapeake & Ohio.....	E. W. Grice.....	Assistant to president.
	John R. Gould.....	Superintendent motive power.
Georgia Southern & Florida.....	W. F. Kaderly.....	General superintendent.
Mobile & Ohio.....	J. J. Thomas, jr.....	Superintendent motive power and consulting engineer.
Norfolk & Western.....	A. C. Needles.....	General manager.
	W. H. Lewis.....	Superintendent motive power.
	A. Kearney.....	Assistant superintendent motive power.
Richmond, Fredericksburg & Potomac.	H. J. Warthen.....	Superintendent motive power.
Seaboard Air Line.....	W. D. Duke.....	Assistant to president.
	C. S. Lake.....	General manager.
Southern Railway.....	J. W. Small.....	Superintendent motive power.
	G. R. Loyall.....	Assistant vice president.
	Jos. Hainen.....	Assistant to vice president.
	W. H. Dooley.....	Superintendent motive power.
	W. S. Murrian.....	Do.
	E. C. Sasser.....	Do.
Virginian.....	J. Berlingett.....	Assistant general manager.
	R. E. Jackson.....	Superintendent motive power.
Vicksburg, Shreveport & Pacific, and Alabama & Vicksburg.	A. G. Kantmann.....	Do.

The rules negotiated by these officials and the representatives of the shop crafts may not fairly be referred to in any other manner than that of reflecting conditions which were generally in effect and generally recognized as just and reasonable conditions of employment as applied to the respective classes of service; they not only once existed, but were continually in effect for many years and were from year to year the subject of further negotiation and modification. No charge was made by the carriers and no evidence submitted to the Board that would justify any statement to the effect that any of these rules resulting from negotiation between 1902 and December, 1917, were the result of an undue exercise of the economic strength of the employees' organizations.

As a matter of fact and recorded in the public hearings conducted by the Board, with representatives of the carriers present and not challenging the statement, overtime at the rate of time and one-half for Sunday and holiday work, and for work outside of the regular established day, has been in effect for this class of employees for not less than 40 years; it was voluntarily put into effect 20 years prior to the time the shop crafts had organization sufficient to negotiate working conditions.

The majority cites for comparison certain classes of employment in which Sunday and holiday work is regular and necessary, and states that those engaged therein are not paid overtime, as for example, locomotive engineers, firemen, conductors, and trainmen in railroad employment, and, going outside of railroad service, policemen, fire department employees, and street car conductors.

If it can be fairly said that the duties of a policeman or fire department employee are comparable in any sense to that of a machinist assigned to running repair work on a locomotive, or a boilermaker

assigned to inspect a boiler, or a carman assigned to train yard work, or that the work of any shop craftsman can be comparable to the two classes named or any similar class, then the undersigned acknowledges that his conclusions are unfair.

The work of these crafts is almost exclusively confined to maintenance of railroad equipment and rolling stock. It is fair to compare the service rendered with that of maintenance work in industries other than the railroad industry, such as power plants, shop forces connected with street and electric railways, telephone linemen, mechanics employed in city waterworks, and, generally speaking, mechanics employed by cities of the first class, practically all of whom are required to work on Sundays and holidays in connection with continuous operation of public utilities.

It is not unfair to cite the conditions of employment established for craftsmen performing analogous service in manufacturing plants when many thousands of them are paid time and one-half or double time for all overtime, including Sundays and holidays, for the maintenance work performed in and for the plant, their relationship to the plant being exactly that of the running repair and inspection forces in railway shop service.

The street car conductors and motormen, cited by the majority, are not comparable with the shop crafts, either as to training, skill, or character of work performed, but the craftsmen who maintain, repair, and inspect the rolling stock and equipment, whose relationship to this public utility is exactly that of the railroad shop crafts, are comparable, and are generally paid not less than time and one-half for all overtime worked, including Sundays and holidays. In the city of Chicago, these street car shop craftsmen, who are exactly comparable with the railroad shop craftsmen, receive \$1 per hour, work 8 hours per day, 44 hours per week, are off half day on Saturday, and are paid double time for all overtime, including Sundays and holidays, on the elevated railroads, and time and one-half on the surface lines.

Linemen in the employ of the city of Chicago receive \$1.12½ per hour or \$9 per day of eight hours, and are paid double time for all overtime, including Sundays and holidays.

Linemen employed by the Illinois Bell Telephone Co., Chicago, work 8 hours per day, 44 hours per week, have one-half day off Saturday, and receive time and one-half for all overtime, including Sundays and holidays. The work of these craftsmen is exactly comparable with that of the railway shop craftsmen.

The contract and marine shops engaged in the maintenance, inspection, and repair of marine equipment on rivers and lakes, on the Atlantic and Pacific Oceans, and on the Gulf of Mexico, employ many thousands of craftsmen who are identical to those in railway service. These craftsmen are generally paid not less than one and one-half time for all overtime worked, including Sundays and holidays, and in many cases double time.

The position of the majority in citing and comparing the railroad train and engine service employees with that of the shop crafts is inconceivable to the mind of anyone who has the least conception or knowledge of railroad operation.

Train and engine service employees assigned to road work are generally paid as follows:

## ROAD ENGINEERS AND FIREMEN.

*Passenger service.*—One hundred miles or less (straightaway or turnaround), five hours or less, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided, according to class of engine.

*Freight service.*—(a) In all classes of service covered by Article IV, 100 miles or less, 8 hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

(b) On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

(c) Road engineers, firemen, and helpers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

Road engineers and firemen, particularly in passenger service, usually have regular assignments; regular assignments as a general rule provide for lay-over periods (periods off duty); it is not unusual for two engine crews to alternate, thus having every other 24-hour period off; three-crew assignments are also common, this frequently provides for two consecutive 24-hour periods off duty, the month's service being performed in 20 or 21 days.

Road conductors and trainmen are generally paid as follows:

## ROAD CONDUCTORS AND TRAINMEN.

*Passenger service.*—One hundred and fifty (150) miles or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

(a) Trainmen on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch-line service, shall be paid overtime for all time actually on duty or held for duty in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 10 consecutive hours; and also for all time in excess of 10 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

For calculating overtime under this rule the management may designate the initial trip.

Where a more favorable overtime rule exists such rule may be retained, in which event this section will not apply.

(b) Trainmen on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of seven (7) hours and thirty (30) minutes from time of first reporting for duty.

Where a more favorable overtime rule exists such rule may be retained, in which event this section will not apply.

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided.

*Freight service.*—(a) In all road service, except passenger service, 100 miles or less, 8 hours or less (straightaway or turn around), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(b) On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by  $12\frac{1}{2}$ . Overtime shall be paid for on the minute basis at a rate per hour of three-sixteenths of the daily rate.

(c) Road conductors and trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

Road conductors and trainmen, particularly in passenger service, usually have regular assignments and have lay-over periods that compare with those of the enginemen.

The following information is based on a statement prepared by the representatives of the Federated Shop Crafts, in which they furnish the name of firm and the city and state in which located. This compilation is for the year 1920.

The term "regular" as appearing in this statement means overtime rate paid for overtime service rendered on week days.

The trades represented in this report include machinists, boiler-makers, blacksmiths, sheet-metal workers, electricians, molders, and pattern makers.

These concerns represent practically all states of the Union. The majority of them naturally come from the industrial states, such as Illinois, Ohio, Pennsylvania, New York, New Jersey, Connecticut, Massachusetts, and Missouri.

The majority of all these firms, as will be noted by groups 1 and 2 following, pay double time for Sundays and holidays, and by far the largest group pays double time for all overtime, including Sundays and holidays.

Number of firms paying double time for all overtime, both regular and Sundays and holidays.....	869
Number of firms paying time and one-half for regular overtime and double time for Sundays and holidays.....	602
Number of firms paying time and one-half for regular overtime and for work on Sundays and holidays.....	511
Number of firms paying time and one-half for regular overtime up to midnight and double time for overtime after midnight and for all work on Sundays and holidays.....	168
Number of firms paying time and one-half for regular overtime and for all work on Sundays and holidays.....	120
Total.....	2,270

The total number of firms in this combination is 2,544. Of this number 2,270 pay time and one-half time or better for all time worked outside of regular hours and including Sundays and holidays. Of the remaining 274 firms, 49 pay straight time for all overtime, and 225, which do not lend themselves readily to grouping, pay overtime on various bases.

On the basis of the data at hand, the number of employees covered by these overtime provisions is approximately 450,000.

The building trades, with its hundreds of thousands of craftsmen analogous to the craftsmen of the Federated Shop Crafts, are generally working on an 8-hour basis, five days per week, and half day (4 hours) on Saturday. These craftsmen are generally paid time

and one-half or double time for all regular overtime and double time for all Sunday and holiday work.

All of the craftsmen in the United States navy yards and arsenals—and there are many thousands of them—are paid time and one-half or better for all regular overtime and for Sunday and holiday work.

The plea that continuous-service requirements should be a controlling factor in deciding that employees should be compelled to perform Sunday and holiday service for the same rate paid on week days, or that men should be assigned to duty 365 days per year, with millions of workers walking the streets in search of employment is a fallacy not sustained by any recognized authority, agency, or student of economics qualified to pass judgment upon a question so intimately and vitally associated with the social and moral well-being of the Nation's workers.

Much has been said about these conditions of employment established for the Federated Shop Crafts during the period of Federal control of the railroads with particular reference to overtime payments. It is a matter of fact and common knowledge to every railroad official and railroad employee that practically every class 1 railroad in the United States had, prior to the issuance of any general wage order by the United States Railroad Administration, voluntarily or by agreement with representatives of some one or all of the Federated Shop Crafts recognized the justice of pay at the rate of time and one-half for all time worked outside of bulletin hours or the hours constituting a regular day's work; and, with few exceptions, and these exceptions applying to a most limited number of employees, payment at the rate of time and one-half was voluntarily established by the carriers for Sunday and holiday work.

If Title III of the Transportation Act, 1920, means anything to the railroad workers, it must mean justice and fair dealing.

Subsection (d), section 307 of Title III, Transportation Act, 1920, reads:

All decisions of the Labor Board \* \* \* in respect to wages \* \* \* or working conditions of employees or subordinate officials of carriers shall establish rates of wages and salaries and standards of working conditions which, in the opinion of the Board, are just and reasonable. In determining the justness and reasonableness of such wages and salaries or working conditions, the Board shall, so far as applicable, take into consideration, among other relevant circumstances:

- (1) The scales of wages paid for similar kinds of work in other industries;
- (2) The relation between wages and the cost of living;
- (3) The hazards of the employment;
- (4) The training and skill required;
- (5) The degree of responsibility;
- (6) The character and regularity of the employment; and
- (7) Inequalities of increases in wages or of treatment, the result of previous wage orders or adjustments.

The following table is the indisputable evidence and answer to the charge made by the carriers as to the wage effect of the reclassification of shop employees and the increase in wage rate accruing to these employees during the entire period of Federal control and since.

The results shown in this table are compiled from data furnished by the carriers who were under Federal control, and include the

crafts coming under the provisions of the so-called national agreement:

*Average daily earnings of shop employees, December, 1917, compared with rates established by Decision No. 147 of the United States Railroad Labor Board.*

Class of employees.	Average daily rate.		
	December, 1917.	Decision No. 147.	Per cent increase.
Machinists (journeymen).....	\$4.80	\$6.18	28.8
Machinists (less than 4 years' experience).....	3.33	5.00	50.2
Boilermakers (journeymen).....	4.71	6.25	32.7
Boilermakers (less than 4 years' experience).....	3.46	5.02	45.1
Blacksmiths (journeymen).....	4.95	6.28	26.9
Blacksmiths (less than 4 years' experience).....	3.63	5.04	38.8
Sheet-metal workers (journeymen).....	4.40	6.17	40.2
Sheet-metal workers (less than 4 years' experience).....	3.19	5.07	58.9
Electrical workers (journeymen).....	4.15	6.11	47.2
Electrical workers (less than 4 years' experience).....	3.22	4.93	53.1
Carmen.....	3.58	5.84	63.1
Carmen (less than 4 years' experience).....	2.68	4.70	75.4
Molders (journeymen).....	4.88	6.16	26.2
Molders (less than 4 years' experience).....	3.14	4.98	58.6
Total average (mechanics and foremen).....	3.78	5.81	53.7
Helpers, all crafts.....	2.85	4.36	53.0
Helper apprentices.....	3.11	4.46	43.4
Regular apprentices.....	1.84	3.16	71.7
Grand total average.....	3.45	5.26	52.5

The above table was based upon data as reported in Wage Series Report No. 1, making due allowance for decrease of 8 cents per hour specified in Decision No. 147.

The following carriers in reports so far received and tabulated by the Board have reached an agreement on the question of pay for Sunday and holiday service at the time and one-half rate in the negotiations being conducted under Decision No. 119:

Bessemer & Lake Erie Railroad Co.  
 Atlanta & West Point Railroad Co.  
 Western Railway of Alabama.  
 Charleston & Western Carolina.  
 Central of Georgia Railway Co.  
 Georgia Railroad.  
 Georgia, Florida & Alabama Railway Co.

Florida East Coast Railway Co.  
 Gulf & Ship Island Railroad Co.  
 St. Louis & San Francisco Railway System.  
 San Antonio & Aransas Pass Railway Co.  
 Great Northern Railway Co.  
 Fort Smith & Western Railroad.

The following carriers have agreed to the call rule providing that 5 hours will be paid for 3 hours and 20 minutes or less:

Bessemer & Lake Erie Railroad Co.  
 Wabash Railway Co.  
 Atlanta & West Point Railroad Co.  
 Western Railway of Alabama.  
 Central of Georgia Railway Co.  
 Georgia, Florida & Alabama Railway Co.  
 Belt Railway Co., of Chicago.  
 Chicago, Milwaukee & St. Paul Railway Co.  
 Chicago & Western Indiana Railroad Co.  
 Great Northern Railway Co.  
 Green Bay & Western Railroad.  
 Kewanee, Green Bay & Western Railroad.  
 Ahnapee & Western Railway.

Illinois Central Railroad Co.  
 Yazoo & Mississippi Valley Railroad Co.  
 Chicago, Memphis & Gulf Railroad Co.  
 International & Great Northern Railway.  
 San Antonio & Aransas Pass Railway Co.  
 St. Louis-San Francisco Railway System.

The following carriers have agreed to the "five-hour call" feature of the rule, but no agreement has been reached on the other portions of this rule:

Gulf, Mobile & Northern Railroad Co.  
 Colorado & Southern Railway Co.  
 New Orleans Great Northern Railroad Co.  
 Chicago, Indianapolis & Louisville Railway Co.

El Paso & Southwestern Co.  
 Kansas City, Mexico & Orient Railroad Co.  
 Western Pacific Railroad Co.

Under date of January 31, 1921, Mr. W. W. Atterbury, chairman of the labor committee of the Association of Railway Executives, appeared before the Board (then under the process of hearing the presentation of the carriers as represented by the committee of which Mr. E. T. Whiter was chairman, regarding the rules and working conditions of the so-called national agreements) and speaking for all the railways represented by this association, said in part:

Your Board can not possibly write the rules and working conditions of every railroad in this country and adjust them equitably to varying geographical, operating, and social conditions.

It depends entirely with your Board to determine within the next few days whether this whole situation shall drift into chaos and orderly procedure become impossible except at the price of railroad bankruptcy, financial shock and still wider unemployment.

The Labor Board can prevent this catastrophe by declaring that the national agreements, rules and working conditions coming over from the war period are terminated at once; that the question of reasonable and economical rules and working conditions shall be remanded to negotiation between each carrier and its own employees; and that as a basis for such negotiations the agreements, rules and working conditions in effect on each railroad as of December 31, 1917, shall be reestablished.

The minutes of February 10, 1921, show the following action taken by the Board:

Mr. Hunt presented the following amended resolution:

FEBRUARY 9, 1921.

Resolved that the chairman be authorized to make the following announcement at 10 a. m., Thursday, February 10:

The Board has considered the request of the Association of Railway Executives as presented on January 31, 1921, and has made its decision thereon.

In order that the reasons for this decision may be understood, a statement of the history of the present dispute—which relates to the agreements, rules, and working conditions entered into or authorized by the United States Railroad Administration and their justice and reasonableness—is necessary.

On February 28, 1920, the Transportation Act became law. This act created the Labor Board and imposed upon it the duty of deciding disputes between carriers and their employees. Section 307 (d) of the act provides that all the decisions of the Labor Board in respect to wages, salaries, and working conditions of employees of carriers shall establish rates of wages and salaries and standards of working conditions which in the opinion of the Board are just and reasonable. Prior to the passage of the Transportation Act the organization of railroad employees made certain requests for increases in wages and for changes in working conditions. These requests were submitted to a conference between representatives of the carriers and of the organizations concerned, which conference took place on March 10, 1920, and continued to April 1. The conference resulted in complete failure to agree and the parties accordingly referred the entire controversy, which included the question of reasonable rules and working conditions as well as wages, to this Board.

This Board in its Decision No. 2, of July 20, 1920, decided what wages constituted just and reasonable wages for the employees of carriers parties to the dispute. The action of the Board with regard to that part of the dispute which did not relate to wages is set out in Decision No. 2, as follows:

"There are in the dispute as presented questions involving rules and working conditions, some of which are interwoven with and materially affect earnings and wages. Adequate investigation and consideration of these questions would demand time. Existing conditions required that the Board should make as early decision of the wage question as practicable. For that reason it has been necessary—and both parties to the controversy have indicated it to be their judgment and wish—that the Board should separate the questions involving rules and working conditions from the wage questions. Accordingly, the Board has not undertaken herein to consider or change the rules and agreements now existing or in force by the authority of the United States Railroad Administration or otherwise, and this decision will be so understood and applied.

"The Board assumes as the basis of this decision the continuance in full force and effect of the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration. Pending the presentation, consideration, and determination of the questions pertaining to the continuation or modification of such rules, conditions, and agreements, no changes therein shall be made except by agreement between the carrier and employees concerned. As to all questions with reference to the continuation or modification of such rules, working conditions, and agreements, further hearings will be had at the earliest practicable date, and decision thereon will be rendered as soon as adequate consideration can be given."

On December 18, 1920, this Board notified the parties to the dispute that a hearing of that portion of the dispute which was submitted to the Board on April 15, 1920, and which was not decided in Decision No. 2, which said undecided portion of the dispute related to rules and working conditions, would be heard beginning Monday, January 10, 1921.

Accordingly, on that date the representative of the carriers presented evidence and argument tending to show that the rules and working conditions embodied in the agreements entered into by the director general and the several organizations of railroad employees were in many respects unjust and unreasonable and continued to present evidence and arguments, as stated, until February 3, 1921.

On January 31, 1921, the chairman of the labor committee of the Association of Railway Executives appeared before the Board and urged that this Board at once take the following action in order to avoid a financial catastrophe to the railroads:

First, that the national agreements, rules, and working conditions entered into or authorized by the United States Railroad Administration be terminated at once; that the question of reasonable rules and working conditions be remanded to negotiations between each carrier and its own employees; and that as the basis for such negotiations, the agreements, rules, and working conditions in effect as of December 31, 1917, be reestablished.

Second, that the Board set aside its decision expressed in Decision No. 2 as to what constitutes just and reasonable wages for unskilled labor and that it substitute the prevailing rate of wages in the various territories served by any carrier.

Section 307 of the Transportation Act, 1920, provides:

"All the decisions of the Labor Board in respect to wages or salaries and \* \* \* in respect to working conditions of employees or subordinate officials of carriers shall establish rates of wages and salaries and standards of working conditions which in the opinion of the Board are just and reasonable."

It is obvious that the Board can not assume without evidence of the justness and reasonableness of the agreements, rules, and working conditions in effect on each railroad as of December 31, 1917, that such agreements, rules, and working conditions would constitute just and reasonable rules and working conditions to-day on railroads parties to the present dispute. To make such a decision without evidence and careful consideration would be an abdication of the functions of this Board, and would frustrate the purposes of the Transportation Act.

It is the judgment of the Board, therefore, that the request of the Association of Railway Executives for the immediate termination of existing rules must be and is accordingly denied.

The duty is imposed upon this Board by the Transportation Act of determining just and reasonable wages and working conditions for employees of carriers. All questions involving the expense of operation or necessities of railroads and the amount of money necessary to secure the successful operation thereof are

under the jurisdiction, not of this Board but of the Interstate Commerce Commission.

This Board is not insensible, however, of the fact that the national agreements, rules, and working conditions which are the subject matter of the dispute now being heard by the Board do affect the expenditures of the railroads. If any of these rules and working conditions are unjust and unreasonable, they constitute an unwarranted burden upon the railroads and upon the public. It is, therefore, the duty of this Board to use the utmost practicable expedition, consistent with the necessary time for hearing and consideration, in determining whether any of the rules and working conditions now in effect are unreasonable. The Board is endeavoring to perform this obligation and will be better able to succeed in doing so if it is not further interrupted by the introduction of unwarranted demands by either party.

The Board must also deny the request of the Association of Railway Executives as presented by the chairman of its labor committee that so much of Decision No. 2 as fixed wages for unskilled labor be set aside and the prevailing rates of wages in the various territories served by any carrier substituted.

The boundaries of the power of this Board to decide controversies between railroads and their employees are set out in section 307 of the Transportation Act. Section 307 (b) provides:

"The Labor Board upon the application of the chief executive of any carrier \* \* \* shall receive for hearing and as soon as practicable and with due diligence decide all disputes with respect to the wages or salaries of employees not decided as provided in section 301."

Section 301 provides that it shall be the duty of all carriers and their officers, employees and agents to consider disputes in conference between representatives designated and authorized so to confer by the carriers or the employees or subordinate officials thereof directly interested in the disputes. If the dispute is not decided in conference, it shall be referred by the parties to the Railroad Labor Board.

It does not appear that there has been any attempt on the part of the Association of Railway Executives to secure conference with representatives of the unskilled laborers directly interested in this controversy.

The Board is therefore without jurisdiction to take the action requested.

UNITED STATES RAILROAD LABOR BOARD,  
R. M. BARTON, *Chairman*.

Attest:

C. P. CARRITHERS, *Secretary*.

Mr. Park brought up his substitute resolution, originally presented on February 4, with regard to termination of the national agreements and moved its adoption. Resolution follows:

I move the following resolution be adopted:

Whereas, there is presented to the United States Railroad Labor Board by the representatives of the carriers a critical situation with the railroads as regards their financial condition, which, it is claimed, calls for special consideration by the Board at the earliest possible moment; and

Whereas the Board has heard much evidence bearing on the unreasonableness of war-time rules and working conditions and is in other ways informed of the critical condition of many of the railroads which is becoming more acute each day; and

Whereas, the generally depressed financial conditions that now obtain throughout the country in commercial, agricultural, and industrial activities confirm the claim of the representatives of the carriers that there should be an immediate arrangement to pre-war conditions of the working conditions of employees in the service of the carriers, which were changed by the Railroad Administration to meet the exigencies of the war period: Therefore be it

*Resolved*, That this Board declare that the national agreements, rules, and working conditions coming over from the war period be terminated at once; that the question of reasonable and economical rules and working conditions shall be remanded to negotiation between each carrier and its own employees; and that as the basis for such negotiations, the agreements, rules, and working conditions in effect on each railroad as of December 31, 1917, shall be reestablished; be it further

*Resolved*, That the Board establish the pay for unskilled labor to be not less than the prevailing rate of wages in the various territories served by any carrier.

The question was upon the adoption of Mr. Park's substitute resolution. Vote taken resulted as follows:

Ayes—Messrs. Park, Baker, Elliott.

Noes—Messrs. Phillips, Forrester, Wharton, Hanger, and Hunt. Mr. Barton not voting. Mr. Park's resolution therefore lost.

The question was upon the adoption of Mr. Hunt's amended resolution. Vote taken resulted as follows:

Ayes—Messrs. Phillips, Forrester, Elliott, Wharton, Hanger, and Hunt.

Noes—Messrs. Park, Barker and Barton.

Mr. Hunt's amended resolution was therefore adopted.

At no time during the presentation made by the carriers was there objection made to rules that had been negotiated by a carrier with the representatives of any craft or class of their employees, the representatives of the carriers repeatedly stating that such rules were not objectionable, but desirable as applying to the carrier who had negotiated them.

It should be noted that the representatives of the carriers appearing before this Board in no instance requested the abrogation or cancellation of rules or agreements negotiated by the carrier and the employees prior to the negotiations with the United States Railroad Administration which resulted in the promulgation of the so-called national agreement.

It does not appear either just or reasonable that conditions which have been in effect from 10 to 20 years and even longer, established as a result of negotiation and mutual agreement between employers and employee, and not infrequently established where no organization of employees existed, can now be decided as unjust or unreasonable.

A. O. WHARTON.

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#### DECISION NO. 223.—DOCKET 314.

*Chicago, Ill., September 9, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago Great Western Railroad Co.**

*Question.*—The question in dispute is in regard to the reinstatement of John Hull, section laborer, Clarion, Iowa, with full pay for all time lost.

*Statement.*—The evidence submitted indicates that John Hull voluntarily suspended work on August 16, 1920, due to dissatisfaction in the application of Decision No. 2, and that in view of such action the management refused to allow him to resume work. The evidence further indicates that such suspension on the part of the employee was in violation of the national agreement governing maintenance of way employees, and also in violation of section 301 of Title III, Transportation Act, 1920.

*Decision.*—The Labor Board decides upon the evidence submitted that the action of John Hull in suspending work was sufficient justification for the subsequent action of the management, and therefore denies claim for reinstatement with pay for lost time.

## DECISION NO. 224.—DOCKET 426.

Chicago, Ill., September 12, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop  
Laborers v. Butler County Railroad Co.

*Questions in dispute.*—The matter in dispute is the discharge of Jesse H. Hicks and Frank Mosley, section foremen, from the service of the Butler County Railroad Co. There are two questions involved: 1. Were they unjustly discharged, and are they entitled to be reinstated? 2. Shall they be paid for all time lost while out of the service?

*Nature of the proceeding.*—An application to bring before the Labor Board the dispute arising over these discharges was filed by the chief executive and representative of the above-named organization on January 27, 1921, alleging that the discharges were unjust and wrongful, and asking that they be reinstated with full seniority rights and paid for all time lost while held out of the service of the carrier.

In this case no oral hearing was requested by either party; hence, none was held. The case is before the Board on the ex parte statement made by the organization above named, with accompanying exhibits and the answer of the carrier. The carrier was notified and furnished with copy of the complaint, and its answer and defense is embraced in a letter to the secretary of the Labor Board dated May 20, 1921, in which statements are made of the carrier's position and its version of the facts.

*History of the controversy.*—Jesse H. Hicks entered the service of the defendant carrier as a section laborer on February 14, 1909, and was promoted to section foreman on October 17, 1916. Frank Mosley entered the service of the carrier as a section foreman on December 25, 1918. Both men were discharged from the service of the carrier on December 18, 1920.

While there are some general statements of other reasons for the discharge of these men, the Board does not understand that such statements are relied upon, but the company sees proper to place its defense on the fact that these men belonged to the same labor union to which the men under them belonged. And it advances and maintains the broad proposition that this was and is just and sufficient reason for their discharge, and announces that the carrier is pursuing and will pursue this policy, which it claims the legal right to do, saying:

The company has always insisted upon exercising entire freedom of action in selecting its subordinate officials. It does not inquire who among the men belong to labor unions or who do not, but the management feels that the economic interests of the public and of the corporation, and, in fact, public safety, require for the company the widest freedom of action in the selection of those who are to direct the work of the section men and see that their duties are expeditiously, economically, and properly performed, and to attain that result it is entitled to and must have the undivided allegiance of the foremen.

This leaves the Board no discretion but to decide the case on the question so broadly and emphatically presented.

*Opinion.*—The principle invoked of the legal rights of the managements in their dealing with employees has cast some confusion

and shadow over every action and decision of the Board. The Board understands that it is its duty to follow the law, and its membership has been sworn to support and maintain the principles of the Constitution of the United States, which obligation the members will faithfully observe.

The Board is not unaware of the many decisions of the courts, including the Supreme Court of the United States, based on the principles of the Constitution declaring the rights of individuals, including corporations, and some relating directly to railroads, as to the freedom of management and the control of their properties, and the right to prescribe rules and working conditions. We know that the Supreme Court of the United States, in *Hitchman Coal & Coke Co. v. Mitchell et al.*, 245 U. S. 229, has said:

This court repeatedly has held that the employer is as free to make non-membership in a union a condition of employment, as the workingman is free to join the union, and that this is a part of the constitutional rights of personal liberty and private property, not to be taken away even by legislation, unless through some proper exercise of the paramount police power.

The Supreme Court of the United States has upheld and vindicated such action as a legal right with which the courts would not interfere. It has been held that the public is in no sense the business manager of such carriers. Of all this the Board is fully aware and has no disposition to question in any way the soundness or justice of these decisions. But it is bound to assume that these principles and these decisions were equally well known to and recognized by Congress when it passed the Transportation Act, 1920, and that there was no disposition on the part of Congress to evade or infringe upon them.

It is the duty of the Labor Board to construe and apply the provisions of the Transportation Act on this assumption and in view of these decisions.

The Board has clearly before it as a settled, well-defined law that a laboring man has the right to belong to a union, and equally clear that a carrier has the right to refuse to employ a laboring man who does belong to a union. For this Board to hold that the discharge of these men for the reason that they do belong to a union was wrongful might at first glance appear to be either a willful or an ignorant disregard of the carrier's constitutional right as declared by the Supreme Court of the United States, but the Board does not so understand the matter.

As stated, Congress, when the Transportation Act was passed, was fully informed of the constitutional and legal rights of all the parties and interests to be affected. It must be assumed to have had these rights in mind and legislated accordingly. Among the conditions confronting Congress were these: (1) The great transportation systems of the country being conducted and maintained by many carriers all under private ownership and control; (2) the employment by these carriers of vast numbers of employees more or less especially experienced and trained and fitted for this business, who had generally made this service a life occupation and who were largely dependent on it for their continued existence and welfare. These transportation systems more vitally affected all classes of people and every line of business and endeavor than any other agency

of our civilization and life. In fact, the general progress and, indeed, the well-being and almost the existence of most of our people are vitally dependent on the continued and proper functioning of these transportation systems. Anything seriously interrupting or interfering with these systems of transportation and traffic could only and would necessarily result in tremendous financial loss and untold human suffering. Capital, labor, civilization, are dependent on them. The employees in the service of these corporations, who, as we say, were largely dependent on them for continuous employment and welfare, had to a great extent, in the protection and up-building of their interests, as they had a right to do, joined various unions or organizations, just as the holders and managers of large combinations of capital had done.

These organizations and managerial groups were called upon to deal with each other. From the very nature of things there were conflicts of interests and differing views in regard to the matters of their several interests and rights. Frequent conflicts had in the past arisen, and at the time of the passage of the Transportation Act more serious and general conflicts were threatening, growing to some extent out of post-war conditions. It was apparent that if these were not prevented the most serious and lamentable results would follow.

It was and is intolerable from a public point of view that strikes or lockouts of any serious character, especially those of a general nature with far-reaching and disastrous effect, should occur. Without regard as to which party is primarily to blame, the effect is the same and the helpless and innocent public is the principal sufferer. These transportation interests from their very nature and from governmental grants acquire great and special privileges and are affected with a public use and owe a public duty. This duty is imposed both on the management and the employees. The public pays the bill and on the public both sides are dependent for their existence. Moved by these conditions and considerations, Congress passed the Transportation Act of 1920, created the United States Railroad Labor Board, and prescribed in a general way its functions; the clear purpose being to provide an impartial tribunal, which, looking to justice, equity, and fair dealing between the carriers and their employees and the greater and dominating interests of the public, would be able to settle all conflicts and disputes and prevent any interruption of traffic. Congress declared it to be the legal duty—as before it was certainly a moral duty—of “all carriers and their officers, employees, and agents to exert every reasonable effort and adopt every available means to avoid any interruption to the operation of any carrier growing out of any dispute between the carrier and the employees or subordinate officials thereof.”

The Transportation Act provides that all such disputes shall be settled in conference, if possible, by representatives selected by the parties directly interested. If they can not agree, the act provides for bringing the dispute before the United States Railroad Labor Board. The duty is imposed on the board of deciding disputes as to wages or working conditions on the basis of establishing such as are in the opinion of the board just and reasonable—not according to the strict legal rights in all instances of either party, for one party might

have a legal right to prescribe a wage for which the other party would have a legal right to refuse to work; or, the carrier might have a legal right to impose a rule or working condition under which the employees would have a legal right to decline to serve.

The public interests demand continuous and uninterrupted operation of the transportation lines; hence, the Labor Board is to settle this dispute on terms which, in its opinion, are just and reasonable.

It was certainly the hope of Congress that both classes, the employers and the employees, would loyally accept such decisions, and thus attain the purpose for which the act was passed. There are two possible views to be taken of the legal effect and proper construction of the Transportation Act: One is that Congress has impliedly, if not directly, invoked, exercised, and put in effect by its legislation that "*paramount police power*" referred to in the decisions of the Supreme Court of the United States by which the *hitherto unquestioned legal rights* of the employers to prescribe conditions of employment might be limited and controlled for the paramount public interest; that the judgment of the Labor Board as to what are reasonable wages and just and fair and reasonable rules and working conditions is to be substituted for the conflicting judgment and opinions of the carriers and their employees, and that therefore the decisions of this Board under the act may be made legally effective by orders of a court with proper jurisdiction. The other is that the decisions of the Board are only persuasive and will only have such effect as both parties are willing to concede, or as public opinion may by moral pressure enforce.

In support of the latter view is the significant fact that Congress gave the Board itself no power to issue writs or in any way make its decisions effective, but only provided that it might determine after a hearing whether its decisions had been violated and make such decisions public in such manner as it may determine; and it is a plausible view that Congress had directly in mind the decision of the Supreme Court as to the rights of managements to prescribe conditions of employment and either doubted its own limitations or hesitated as to the extent to which the paramount police power should be invoked or exercised under the conditions existing.

In support of the other view are the purposes to be attained, the vast and vital interests of the public so seriously threatened, and the strong and mandatory language of section 301 of the Transportation Act requiring "all carriers and their officers, employees, and agents to exert every reasonable effort and adopt every available means to avoid any interruption to the operation of any carrier growing out of any dispute between the carrier and the employees or subordinate officials thereof," compelling them to settle same by conference if possible, and when that can not be done to submit the dispute for the decision of the Board provided for by the act.

It is plausible to assume that it was the purpose of Congress to provide means as effective as possible to prevent an interruption of traffic growing out of such disputes. As to which view is correct, it is not for this Board to determine; that must be left to the courts or further action of Congress, if in its opinion further legislation is needed to make the act more effective.

But without regard to which view of the purpose and effect of this legislation is correct, the Board is of the opinion that its duty

regarding these questions remains the same; that is, it should decide these disputes on the basis prescribed by Congress as to what is, under all the circumstances, just and reasonable to the parties directly interested and to the public.

It must be evident to all and beyond doubt or controversy, from the very nature of things and the character of the disputes that cause the friction between carriers and their employees which lead to interruption of traffic, that Congress did not intend or expect to limit the Labor Board to deciding these disputes according to the strict legal rights of the parties, because if it did, and both parties relied strictly and fully on their legal rights, the disputes never could be solved. If the carrier has, as contended, unlimited freedom in establishing rules and working conditions and is going to do so regardless of this Board's opinion and decision as to what is just and reasonable, there can be no practicable use or sensible reason for the Board hearing the dispute and expressing an opinion or rendering a decision. Likewise, if the employees are going to ignore the Board's opinion and decision and rely on their legal rights to determine for themselves the rules under which they will work, as some of them have been indicating they will do, it is equally useless for the Board to hear and decide the matter. It was doubtless because of a recognition of this conflict in strictly legal rights that Congress, in the interests of the public and to prevent interruption of traffic and the operation of the carriers, created this Board and directed it to decide what, in view of all the facts, was and is just and reasonable in each case.

The Board in its previous decisions has endeavored to be governed by these principles. It has constantly in view the public interest and the rights of the public to demand prompt, efficient, and economical transportation. It recognizes the necessity for discipline and control by management, and it hesitates to interfere by its decision with the management's freedom and discretion in these matters. It has required a clear showing of obvious wrong or a plain violation of contract of employment before granting relief, as its numerous decisions in discipline cases demonstrate. But it must and does recognize that employees have interests that must be given consideration if disturbance is to be avoided and loyal, cheerful, and efficient service obtained.

Coming more directly to the question involved in this particular case—the justness and reasonableness of a rule of conduct or policy by management to discharge a man simply because of his membership in a union. The carrier has seen proper to make the issue in this case that, and that alone. It is so made in the answer of the carrier.

Besides that the vice president and general manager, W. N. Barron, wrote the following, which is made an exhibit to the application:

DECEMBER 23, 1920.

File 3534

*To whom it may concern:*

Jesse Hicks has worked for this railroad for a number of years, first as section laborer and later as section foreman in charge of one of its track sections. He is competent, industrious, and his services were satisfactory. He was discharged because he belonged to a union of trackmen to which the men he was working also belonged. The membership of his men and himself in that union was

deemed incompatible with his position as foreman representing the company in its relations with the men, and for that reason was retired.

Respectfully,

(Signed) W. N. BARRON,  
*Vice President and General Manager.*

Here then we have a man declared by the management to be competent and industrious, and whose "*services were satisfactory*," discharged for the reasons stated, and the company announces this as a policy it proposes to follow. Is this just and reasonable?

The unions have existed for many years. Many among all classes of railroad employees have joined them for the upbuilding, preservation, and protection of their interests. They have acquired very valuable rights through and under them—interest of insurance, rights of seniority, methods and means of presentation and settlement of their disputes between each other and the carriers, etc. They have spent hundreds of thousands of dollars in engaging and training experts, and in gathering, compiling, and amassing pertinent statistical data and facts useful alike to themselves, the carriers, and the public. These organizations are lawful. They are permitted and recognized in the Transportation Act which created the Labor Board, and the law makes it the duty of the Board to receive and decide disputes presented by such organizations. The law also makes it the duty of the carriers to confer with these organizations. Now, looking to the interests of the public in uninterrupted traffic and of these employees who were within their recognized rights in joining such unions, is such a rule fair and reasonable, or does a membership in a union present a just and reasonable ground for discharge from employment when otherwise the employee's services were satisfactory?

In view of all these facts and the purpose, spirit, and provisions of the Transportation Act, 1920, the Labor Board does not think so.

As to the application for reinstatement, the Board is of the opinion that as the discharge of these men was wrongful and not in accord with the spirit and purposes of the Transportation Act, but contrary thereto, these employees should be reinstated with such seniority rights as they had, if any. They should be reimbursed for time lost, less the amount they have since earned, provided there was in effect on the carrier lines a rule or established usage which guaranteed to employees pay for loss occasioned by unjust suspension or dismissal.

The individual importance of this particular case is small, but the principle involved is momentous, and the Board has felt that in the public interest its position should be made clear and its views and reasons set out so they could be understood. It has found reasons for this in the very emphatic position taken by the carrier in this case, indicating a purpose to carry out its policy with unlimited freedom, possibly without regard to the decisions of the Board, and recent happenings in other cases where a disregard of the decisions of the Board has been indicated by announcements from both carriers and employees.

It is to be hoped that the effect of this decision will not be misrepresented or misunderstood. Much propaganda has been published and circulated which purposely or ignorantly misrepresent the purpose and effect of the decisions of this Board to the effect that the tendency, if not the purpose of its decisions, is to establish a unionized closed shop. Such statements have no foundation in

fact. No such proposition has been submitted and no action taken by this Board tending to establish such conditions.

If Congress should enact a law prohibiting recognition of labor organizations of railway employees, or authorizing carriers to establish rules in the interest of the public prohibiting railroad employees from belonging to such unions, this Board would obey the law. But on the contrary, Congress has recognized as lawful and directed this Board to recognize them in the railway service, and this Board in this decision is only obeying the obvious direction of Congress. Its decisions on this subject do not tend to a closed shop and have no bearing whatever on the very bitterly debated question of the open and closed shops in other industries. Any representations or statements to the contrary are not only misleading, but can only work public harm.

This Board can only to the best of its ability decide the disputes brought before it according to the provisions, purposes, and spirit of the Transportation Act, seeking to do all it reasonably can to secure industrial peace along these lines and to prevent an interruption of traffic so disastrous to public interests. If either party to such disputes sees proper to disregard its decisions and thus contribute to or cause the public misfortune which Congress sought to prevent, the responsibility is with those guilty of such action.

While the Board regrets such action, not so much because it is an attack more or less direct on the power and effectiveness of the Board, but because it, in the opinion of the Board, is in effect a deliberate attempt to ignore the power and defeat the will and purpose of Congress plainly expressed, and Congress in these matters represents the dignity, power, and sovereignty of the United States. The remedy lies with the public, or possibly with Congress or the courts.

*Decision.*—Holding these views, the Labor Board, in this case and for the reasons indicated, decides that the action of the carrier in discharging Jesse H. Hicks and Frank Mosley for the causes named was unfair, unjust, and unreasonable and they shall in justice be reinstated and placed in full enjoyment of such seniority rights, if any, as the rules or practices existing on the carrier in question guarantee, provided they report for assignment within 15 days from date of this decision. They should be reimbursed for losses suffered, less the amount earned since date of dismissal, provided there was on this carrier an existing rule or established usage guaranteeing to employees pay for loss occasioned by unjust suspension or dismissal. These men will furnish the carrier within 15 days complete statements of their employment since their discharge till time of reinstatement, including a statement of total amount severally earned by them.

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DECISION NO. 225.—DOCKET 642.

*Chicago, Ill., September 21, 1921.*

**Atlantic Coast Line Railroad Co. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.**

*Question.*—Shall the general office clerks on the Atlantic Coast Line Railroad be included in the same agreement on rules and work-

ing conditions as the clerks outside the general offices, or shall the general office clerks be permitted to negotiate a separate agreement for themselves?

*Statement.*—The Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees sought to enter upon negotiations with the carrier for an agreement on rules and working conditions. The brotherhood insisted that such agreement on rules should embrace the clerks in the general offices as well as those outside, and that said organization represented a majority of all the clerks on the road.

The carrier insisted that the clerks in the general offices should not be included in the agreement, because they constituted a separate and distinct class of employees. The carrier conceded that said brotherhood represented a majority of the outside or line clerks, and offered to proceed with the negotiation of an agreement with the organization covering the outside clerks, pending a decision of the Labor Board as to whether or not the general office clerks should be included in the agreement. This offer the organization declined.

This dispute was brought before the Labor Board by ex parte submissions from both parties, and, in the meantime, the unorganized clerks, claiming to comprise about 618 employees, also asked to be represented at the board's hearing of the dispute.

At the hearing all three parties appeared. The unorganized employees showed that they had an organization or association in process of formation composed largely of general office clerks, but including also clerks outside the general offices. The organization of said association not having been completed, the chairman pro tem thereof appeared as the representative of unorganized employees.

At the hearing, the representatives of the carrier adhered to their original insistence that the general office clerks should have a separate agreement, and stated that, even if the Board should hold to the contrary, the carrier was not prepared to accept the claim of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that it represented a majority of all the employees to be included in the clerks' agreement.

The representatives of said brotherhood claimed to represent a majority of all the employees to be covered by the clerks' agreement, but furnished no direct and satisfactory proof of this claim.

The Board has heretofore held in a number of decisions that it is just and reasonable, as well as economical, that the general office clerks of a carrier should be included in the same agreement on rules with the other clerks. The Board understands the reluctance of the carrier to include the general office clerks in such agreement contrary to the express wishes of a majority of them, but the Board is thoroughly convinced that this is the correct course, as the work performed by them and that performed by the other clerks is so similar in its general characteristics as to properly constitute all of said clerks as one class of employees within the meaning of the Transportation Act, 1920.

*Decision.*—The Labor Board therefore reaffirms its former decisions on the point involved, and decides that the general office clerks of this carrier should be embraced in the same agreement on rules with the other clerks of the carrier.

The agreement will comprise the groups of employees held by this Board in Decision No. 220 to constitute the class of employees to be covered by the clerks' agreement.

If the carrier is not satisfied as to what organization or individuals are duly authorized to represent said employees in the negotiation of rules, the same course will be pursued by the carrier and the employees to settle that point as is fully set out in Decisions Nos. 220 and 218, unless some other arrangement is agreed upon satisfactory to the carrier and the organization or organizations and unorganized employees involved.

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DECISION NO. 226.—DOCKET 352.

*Chicago, Ill., September 24, 1921.*

**Brotherhood Railroad Signalmen of America v. Cleveland, Cincinnati, Chicago & St. Louis Railway Co.**

*Question.*—Should certain employees of the signal department, now classified and paid as helpers, be reclassified and paid as assistant signalmen or assistant signal maintainers?

*Statement.*—This case was duly certified to the Labor Board by the chief executive of the Brotherhood Railroad Signalmen of America, together with written submission setting forth the contention of the employees. Subsequently written submission was filed by the management setting forth the carrier's position in connection with the controversy. At the request of the employees, oral hearing was conducted and at this time additional evidence was submitted by the interested parties.

The evidence submitted indicates that it has never been the practice on the property of the carrier involved in this dispute to recognize or follow an apprenticeship or similar system whereby employees were considered as being in training for the position of signalmen or signal maintainers, the practice in effect prior and subsequent to the promulgation by the United States Railroad Administration of the national agreement governing signalmen being to select employees from the ranks of helpers in signal construction gangs for the positions of signalmen and signal maintainers.

The evidence would further indicate that prior to Federal control certain step-rates were provided for signalmen and signal maintainers, and that while there was no standard practice as to the promotion of men, employees were promoted from helper in the construction gangs to higher rated positions and gradually increased as their ability and experience increased until the management deemed that they were efficient signalmen, at which time they were allowed the highest rate of pay for that class of work.

The national agreement between the Director General of Railroads and the Brotherhood of Railroad Signalmen of America does not state specifically the classes of work that assistant signalmen and assistant signal maintainers should perform, nor does it state specifically the class of work that is considered as being generally recognized as that of helpers.

The following is quoted from the national agreement referred to, and section 3, Article I, of said agreement reads in part:

A man in training for the position of signalman or signal maintainer, and under the direction of a signalman or signal maintainer, performing work generally recognized as signal work, shall be classified as assistant signalman or assistant signal maintainer.

The number of assistant signalmen and assistant signal maintainers on a seniority district shall be consistent with the requirements of the service and the signal apparatus to be installed or maintained.

The men assigned to these positions shall be promoted from helpers, ability being sufficient; seniority will govern. They will be continued in such positions for a period of four years \* \* \*.

At the expiration of four years' service as assistant signalman or assistant signal maintainer he will be offered promotion if a position to which he is entitled is open. He may, if no position is open, continue as assistant signalman or assistant signal maintainer until it is possible to promote him to a position to which he is entitled.

Section 5, Article I, of same agreement reads:

A man assigned to perform work generally recognized as helper's work and to assist signalmen, assistant signalmen, signal maintainers, or assistant signal maintainers shall be classified as a helper.

The Cleveland, Cincinnati, Chicago & St. Louis Railway Co. does not classify or pay any employees in accordance with section 3 above quoted. The evidence indicates that there are approximately 165 employees in the signal department, separated into groups of 112 signalmen or signal maintainers and 53 helpers.

Statement is made by representative of the employees, and not denied by the management, that prior to Federal control the majority of the positions in question were considered as lampmen or battery-men, and that at the present time the employees are required to look after batteries, to perform all classes of work in connection with the inspection and maintenance of said batteries, and to keep them in efficient working condition. In addition to their work in connection with the battery maintenance, et cetera, the employees in question are required to fill, clean, and attend to lamps, to clean and oil switches at interlocking plants, to perform helpers' work in connection with general repairs—such as digging stake holes for trunking and turning concrete, digging out trenches for conduits, handling tools and material—and to assist the maintainer in performing certain classes of work considered as that of signal maintainer and generally performed by that class of men. If, in the absence of a signalman or signal maintainer, the helper is required to perform work usually performed by such absentee, it has been the practice of the carrier to allow the helper the rate of the signal maintainer while filling his regular position.

*Employees' position.*—It is the contention of the representatives of the employees that the national agreement above referred to clearly distinguishes the work of helper from that of assistant signalmen and assistant signal maintainers, and, further, that section 3 of that agreement, above quoted, was embodied for the specific purpose of establishing a plan on the railroads under Federal control whereby men could be gradually elevated or promoted from the lowest rank in the signal department to the rank of mechanic. The evidence indicates that it is not the employees' contention that all men now classified as helpers on the Cleveland, Cincinnati, Chicago & St. Louis Railway should be reclassified and paid as assistant signalmen. It

is, however, their contention that section 3 of the national agreement should be recognized and that such helpers who actually perform the work recognized as that of signal maintainers should be classified as assistant signal maintainers.

*Carrier's position.*—The contention of the carrier is that section 3 of the national agreement herein quoted states in part "the number shall be consistent with the requirements of the service," and, in view of the fact that the railroad involved is a single-track road, it was not felt that the requirements of the service justified the employment of assistant signal maintainers, as would be the case on the larger double-track roads where interlocking is more thickly placed. The management explained that its practice was to give the maintainer a small section and allow him a helper, instead of giving the assistant maintainer a small section and a helper, as is the practice on the larger carriers referred to, and that such helper was not placed on the job to be in training for the position of signalman or signal maintainer; and that the responsibility of all the signal work which requires the duties of a maintainer rests upon the maintainer himself.

The following is quoted from the position of the management:

Section 3 defines the classification of assistant signalman or assistant maintainer. It specified that one such is a man in training for the position of signalman or signal maintainer. Our men in question are required to perform only the duties of helpers and are not required to train themselves, nor are the signalmen or signal maintainers whom they help required to train them for the positions of signalmen or signal maintainers. If they do on their own account undertake to train themselves for eligibility to such positions, that fact can not be construed as entitling them to a higher classification or to the right to be considered "in training" in the specific sense such words are used in the definition above mentioned.

*Decision.*—The national agreement entered into between the Director General of Railroads and the Brotherhood Railroad Signalmen of America, and under which the Labor Board understands the employees in question are now working, makes a distinction as between assistant signalmen, assistant signal maintainers, and helpers. It is evident, therefore, that in the formulation of section 3, herein quoted, it was the intention to establish a plan or system which would be comparable to a certain degree with the helper apprentice system now followed in the shop trades. This plan was apparently a new departure for the promotion of men in the signal department. For this reason it is felt by the Board that it was intended to apply to all carriers under Federal control. While no specific ratio is mentioned as to the apportionment of such positions, the Board does not feel that it was the intent of this rule to unduly burden the carriers with such positions at points or on territory where they were not actually needed. The Board, however, does feel that it was the intent of the rule to establish a reasonable number of positions of assistant signalmen or assistant signal maintainers in accordance with section 3, which employees would be in training for the positions of signalmen or signal maintainers during the four-year period referred to therein. The Board therefore suggests that the representatives of the management and the representatives of the employees confer in an effort to reach an agreement as to the establishment of the positions of assistant signalmen or

assistant signal maintainers, such reclassification to be made affecting positions now existing, but shall not operate to increase the force.

This decision shall not conflict with agreement that may have been reached since this submission was filed with the Labor Board.

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DECISION NO. 227.—DOCKET 735.

*Chicago, Ill., September 27, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Texas & Pacific Railway Co.

*Question.*—Under Decision No. 119, have the carmen employed on the Texas & Pacific Railway, represented by the Brotherhood Railway Carmen of America, the right to represent the painters employed on the Texas & Pacific Railway who have concluded an agreement with the management, dated June 3, 1921, negotiated through representatives selected by the painters employed and who desire to retain the aforesaid agreement?

*Opinion.*—The painters on this carrier's property, about 38 in number, are affiliated with the Brotherhood of Painters, Decorators and Paper Hangers of America, and they desire that this organization represent them in the negotiations of an agreement on rules and working conditions.

On the other hand, the Brotherhood Railway Carmen of America, through its Texas & Pacific organization, claims the right to negotiate the agreement for these painters.

The Transportation Act, under the authority of which this proposed schedule of rules is to be negotiated, requires an agreement of this character to be negotiated with the craft or class of employees whose members are directly interested. The Brotherhood Railway Carmen insist that these painters, whose work is the painting of the carrier's cars and equipment, properly belong to the class of mechanical employees comprising the carmen's organization. The painters insist that they should be classified to themselves.

In this contention the Brotherhood Railway Carmen of America are sustained by the almost unanimous practice on all the railroads of the United States. With practically unbroken uniformity, the practice has been and is now to include the painters in the agreement of the carmen. The submissions of agreements now coming into the Board from all sections of the country conform to this practice, almost without exception. It may therefore be strongly presumed that this is a natural, reasonable, and proper classification, and that it works no injustice to the painters. It is not contemplated by the Transportation Act nor recognized by the carriers that the work of all employees treated as comprising a class or craft shall be absolutely identical; it is sufficient if the general characteristics of the work and the conditions surrounding it are similar.

The painters in question recognized this principle of classification when they associated themselves in an organization with paper hangers.

If the painters on this railway want to make their agreement through an unusual agency, and are not permitted to do so, it does

not necessarily follow, as urged by some, that they are being denied their legal and constitutional rights. If this idea were carried to its logical conclusion, the carriers of the country might be annoyed by the necessity of making multitudinous agreements with arbitrary subdivisions of their various classes of employees simply to satisfy the whim or caprice of small groups of men. This would be neither just nor economical.

The Transportation Act secures to railway employees the right to enter into an agreement on rules and working conditions, but it necessarily provides some direction as to how this agreement shall be made. The reasonable regulation of the exercise of a right does not constitute a denial thereof.

The argument against the "submerging" of the painters in the carmen's organization is not persuasive. The individual who belongs to an organization is always more or less submerged, but in this case the men with whom the painter sinks his individuality are the carmen who daily work by his side on the same product. It is better for him that his individuality be submerged with his fellow employees of the carrier than with the Brotherhood of Painters, Decorators, and Paper Hangers of America, an organization entirely outside of railroad work.

In this connection it may also be said that it is not likely to contribute to the economical operation of the railroads of this country to mix up their mechanical employees with the outside building trades. That no trouble or inconvenience has so far resulted to the Texas & Pacific Railway Co. does not indicate what would likely happen to carriers serving greater centers of population, such, for example, as Chicago.

Under the previous decisions of this Board and in accordance with the established practice, the agreement of the carrier with the Brotherhood Railway Carmen of America may embrace such special rules, particularly applicable to the painters, as the parties may deem desirable.

The consummation of an agreement now ought to be a matter of but little difficulty, as both the carrier and the painters have already indicated a set of rules mutually satisfactory.

As the question is not raised, it is assumed by the Labor Board that the carrier recognizes the fact that the Brotherhood Railway Carmen of America constitutes a majority of the entire class of employees it claims to represent.

*Decision.*—The Labor Board decides that the system organization of the Brotherhood Railway Carmen of America is entitled to negotiate an agreement on rules and working conditions that will include the rules for the painters of said carrier, and it is ordered that the parties proceed to negotiate such agreement.

#### DISSENTING OPINION.

The undersigned dissent from the decision rendered by the United States Railroad Labor Board in Docket 735, styled *Railway Employees' Department, A. F. of L., Federated Shop Crafts, v. Texas & Pacific Railway Co.*, for the reasons hereinafter set forth:

First. The craft or class known as "painters and apprentices" employed by the Texas & Pacific Railway have, since 1901 to the present time, through a committee of their own selection, negotiated

the rules and working conditions governing the craft or class, and did at the outset of present rules and working conditions negotiation serve written notice on the carrier protesting the effort of the Federated Shop Crafts to represent "painters and apprentices" by submerging them in the carmen's organization, a body affiliated with the Federated Shop Crafts, and through the latter body with the Railway Employees' Department, A. F. of L., and demanding a continuance of the long unchallenged right to select their own representatives.

The carrier, recognizing the legal and equity rights of the parties at interest, did in June, 1921, renew with agreed modification the "painters and apprentices" schedule, which had been running for 20 years past, not with the Brotherhood of Painters, Decorators and Paper Hangers of America but with the "painters and apprentices" employed by the carrier, and which in its entirety presents a happy and cordial recognition of mutuality of interest which the undersigned can not subscribe to violating or disturbing, notwithstanding a majority of the Labor Board votes to declare such an agreement null and void and orders it set aside.

No denial is made that on many roads rules governing the condition of service of painters are included in those governing carmen, but only by reason of the "painters and apprentices" having elected to be so represented.

Second. It will not be denied that a painter, and more especially a passenger-car painter, striper, and varnisher, is a skilled craftsman who serves an apprenticeship equal in length to that served by a machinist, blacksmith, boilermaker, or other first-class mechanic.

Third. In Decision No. 119 the Labor Board promulgated certain principles which should serve as guideposts to the contending parties engaged in negotiation of rules and working conditions, and it is the judgment of the signers of this dissent that the decision here treated violates Principles 5 and 15, which read in part as follows:

Principle 5. The right of such lawful organization to act toward lawful objects through representatives of its own choice, \* \* \*.

Principle 15. The majority of any craft or class of employees shall have the right to determine what organization shall represent members of such craft or class. Such organization shall have the right to make an agreement which shall apply to all employees in such craft or class. \* \* \*

Fourth. While it is freely conceded that the men ruled against in the Board's decision are few in number, at the same time it is solemnly and urgently set forth that the principle assailed by the decision is most vital, and that the decision itself is a most dangerous step toward abridging the right of craft or class to self-determination as to representation and by direct influence forcing the craft or class referred to, to affiliate with an organization against the expressed will of such craft or class.

J. H. ELLIOTT.  
HORACE BAKER.  
SAMUEL HIGGINS.

It is with reluctance that we openly dissent from any decision reached by the Labor Board, and we only do so when we think a somewhat serious matter of principle is involved, as we think is in this case.

We join in the foregoing dissent for the reasons therein stated, and because we think the decision is violative of the legal, moral, and equitable rights of the carrier and the particular employees most directly interested. We think the employees involved—the painters et al.—constitute a separate and distinct class whose interests should not, against their wishes, be submerged with other classes. We think that under our decisions, under the statute, and under the provisions of the Constitution of the United States they have an absolute right to separate negotiations and to select their own representatives, but this decision deprives them of that right. We think the decision is a dangerous infringement of the position taken by the Labor Board in other cases.

Besides, we think that the decision in this case and Interpretation No. 5 to Decision No. 119 will establish an uneconomical and unwise principle which will interfere with the liberty and discretion of railroad managements. These managements from time to time may desire and find it economically wise and necessary to establish different rules and conditions for separate and distinct classes which may be readily accepted by them but which will not be accepted by an order representing several other and distinct classes. It increases the power and influence of one order at the expense of management and of members of a distinct class belonging to another union or who may be unorganized, and this, we think, is subversive of the power of economical and efficient management, and a denial of the rights of the special class of employees directly affected. For these reasons we are impelled to dissent.

R. M. BARTON.  
SAMUEL HIGGINS.

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DECISION NO. 228.—DOCKET 353-277A.

*Chicago, Ill., October 11, 1921.*

**San Diego & Arizona Railway v. Certain Specified Classes of Employees.**

*Question.*—This is a dispute between the carrier named above and certain specified classes of employees as to what shall constitute just and reasonable wages for the particular positions enumerated in this decision.

*Statement.*—The San Diego & Arizona Railway granted certain increases subsequent to July 1, 1920, in order to equalize the rates with those granted other employees.

Addendum No. 2 to Decision No. 147 authorized the San Diego & Arizona Railway to make deductions from the rate of wages of specified classes of employees, but excepted certain employees. The note of exception in the above-mentioned addendum reads as follows:

NOTE.—Reductions herein authorized for this carrier shall apply only to employees increased under the provisions of Decision No. 2. Employees otherwise increased to be covered by separate decision.

This controversy was considered in conferences between representatives designated and authorized by the carrier and the employees, and not having been decided in such conferences was referred to the Labor Board for decision.

*Decision.*—The Labor Board decides that, effective October 16, 1921, the San Diego & Arizona Railway shall establish rates of wages for the specific classes of employees listed in the following sections by deducting from the amount of increases granted subsequent to February 29, 1920, 60 per cent of such increases.

Section 1. Operating department: One (1) secretary to general manager, two (2) clerks, two (2) stenographers, and one (1) operator.

Section 2. General freight and passenger office: One (1) chief clerk, one (1) rate clerk, and one (1) stenographer.

Section 3. Treasury department: One (1) cashier.

Section 4. Engineering department: One (1) material clerk, three (3) draftsmen, and one (1) file clerk.

Section 5. District freight and passenger office: One (1) stenographer and clerk.

Section 6. City ticket office: One (1) cashier and accountant.

Section 7. Accounting department: One (1) secretary to auditor, one (1) stenographer and dictaphone operator, one (1) stenographer and file clerk, one (1) record clerk, one (1) head clerk (construction bureau), one (1) special accountant, one (1) bill and claim clerk, one (1) pay-roll clerk, one (1) accountant (construction bureau), one (1) assistant accountant (construction bureau), one (1) bookkeeper, one (1) register clerk, one (1) voucher clerk, two (2) assistant accountants (disbursing bureau), one (1) invoice clerk, one (1) local reviser, one (1) head clerk (passenger accounts), one (1) clerk (station accounts), one (1) clerk (car-record bureau), two (2) clerks (passenger accounts), and one (1) clerk and typist.

Section 8. Roadmaster's office: One (1) clerk to roadmaster.

Section 9. Stores department: One (1) chief clerk, two (2) clerks, one (1) stenographer, one (1) warehouse foreman, one (1) storekeeper, and one (1) store laborer.

Section 10. Engineering department: One (1) clerk and chainman, two (2) rodmen, two (2) chainmen, and one (1) instrument man.

Section 11. San Diego station: One (1) chief clerk, one (1) rate clerk, one (1) cashier, one (1) bill clerk, two (2) yard clerks, one (1) warehouse foreman, one (1) delivery clerk, and one (1) night watchman.

Section 12. Chula Vista station: One (1) assistant agent.

Section 13. Tia Juana station: Three (3) operators.

Section 14. Tecate station: One (1) agent and two (2) operators.

Section 15. Campo station: One (1) agent.

Section 16. Hipass station: Three (3) operators.

Section 17. Jacumba station: One (1) agent.

Section 18. Carriso Gorge station: Two (2) operators.

Section 19. Cayote Wells station: One (1) agent and two (2) operators.

Section 20. Seely station: One (1) agent.

Section 21. Ecuanto station: One (1) agent.

Section 22. Mechanical department: One (1) chief clerk, one (1) stenographer, and engine-supply men, fire builders, shop laborers, engine wipers, car-department laborers, and coach cleaners.

Section 23. B. and B. gang No. 2: One (1) foreman, one (1) assistant foreman, and carpenters.

Section 24. B. and B. gang No. 3: One (1) foreman, and carpenters, carpenter helpers, and laborers.

Section 25. Material yard gang: One (1) foreman and laborers.

Section 26. Section gangs west of Tia Juana: Foremen, track walkers, and laborers.

Section 27. San Diego yard gang: One (1) foreman, and track walkers and laborers.

Section 28. Section gangs T. and T. Division: Foremen, track walkers, and laborers.

Section 29. Section gangs, Eastern Division: Foremen.

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DECISION NO. 229.—DOCKET 467.

*Chicago, Ill., October 11, 1921.*

**Electric Short Line Railway Co. v. Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Order of Railway Conductors; Brotherhood of Railroad Trainmen.**

*Question.*—Proposed reduction in rates of pay of employees in train and engine service.

*Statement.*—The carrier states that train operation and the number of employees have been reduced to the minimum, and that salaries have been reduced with the exception of the engineers, motormen, firemen, conductors, and brakemen; and requests that the rates of pay of enginemen, motormen, and trainmen be reduced 25 per cent, as the financial condition is such that they have only one of two alternatives—either to reduce wages or to go into the hands of a receiver.

The bonds and stock of this company are owned by Messrs. W. L. and E. D. Luce and approximately 6,800 farmers. The road is a short line, operating a steam railroad between Minneapolis and Hutchinson, Minn., a distance of 60 miles. According to the evidence of the carrier, on December 31, 1919, it showed a deficit for the year of \$19,704.50, without the taxes having been included; on December 31, 1920, there was a deficit of \$133,000; and on June 30, 1921, for the first six months of that year, there was a deficit of \$33,000.

The carrier further states that the rates of pay for the employees in question have been increased since 1915 to rates as follows:

Service.	Rates per hour, in cents.						Present rates since December, 1920.
	1915.	May, 1916.	June, 1917.	May, 1918.	August, 1919.	May, 1920.	
Passenger:							
Conductors.....	30	33	35	40	50	50	62.5
Brakemen.....	25	27.5	30	33	43	45	56.25
Motormen.....	30	33	35	40	50	50	62.5
Engineers.....	30	33	35	42.5	50	50	62.5
Firemen.....	25	27.5	30	35	43	46	57.5
Freight:							
Conductors.....	30	33	35	42.5	52.5	52.5	65.6
Brakemen.....	25	27.5	30	37.5	47.5	47.5	59.4
Engineers.....	30	33	35	42.5	52.5	52.5	65.6
Firemen.....	25	27.5	30	37.5	47.5	47.5	59.4
Switching:							
Conductors.....	30	33	35	42.5	52.5	52.5	62.5
Brakemen.....	25	27.5	30	37.5	47.5	47.5	57.5
Engineers.....	30	33	35	42.5	52.5	52.5	62.5
Firemen.....	25	27.5	30	37.5	47.5	47.5	57.5

The rates applying to maintenance of way and mechanical department employees during the period covered by the foregoing table are shown as follows:

Service.	1916.	Present.
Section foremen.....per month.....	\$60.00	\$90.00
Section laborers.....per hour.....	.175	.25
Section laborers.....do.....	.20	.30
Blacksmiths.....do.....	.30	.55
Machinists.....do.....	.35	.65
Carpenters.....do.....	.26	.45
Handymen.....do.....	.275	.45
Car cleaners.....do.....	.225	.30
Electricians.....do.....	.35	.54
Hostlers.....do.....	.225	.45

From the foregoing tables it will be noted that the increases applying to train and engine men have exceeded the increases to employees in other departments due to the fact that other employees accepted a decrease in pay in May, 1921, of from 5 to 10 cents per hour.

It appears from the evidence before the Labor Board that at the present time engine and train men are receiving more than 90 per cent increase in salary over what they were receiving in 1916, while the remainder of the employees are receiving an increase of only 50 per cent.

Statements presented by the carrier show that at present the rates of pay of engineers, motormen, firemen, conductors, and brakemen are over 100 per cent higher than their rates of pay in the year 1915. Some of the employees have received as much as 130 per cent higher rate of pay than in 1915, and in addition thereto have had the advantage of greatly improved working conditions.

The employees state that the train and engine men have already accepted a reduction equal to the increase granted by Decision No. 2 of the Labor Board; that the increase was put into effect on December 16, 1920, in the form of an agreed-upon lump-sum settlement for back pay which corresponded to the amounts specified in Decision No. 2; and that they do not feel they should be further decreased.

*Decision.*—The Labor Board has carefully considered the evidence including that submitted at the hearing held on this case on August 2, 1921, and decides that the present rates of pay of engineers, motor-men, firemen, conductors, and brakemen shall be reduced 20 per cent effective October 16, 1921, which, taking into consideration all the conditions and circumstances as contemplated by the Transportation Act, 1920, including the financial condition of this carrier, i. e., its earnings, cost of operation, etc., will establish just and reasonable wages.

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DECISION NO. 230.—DOCKET 425.

*Chicago, Ill., October 13, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Kansas City, Mexico & Orient Railway Co.**

*Question.*—The question in dispute is in regard to seniority where authorized leave of absence was overstayed.

*Statement.*—On July 21, 1919, W. R. Flack was granted leave of absence for six months to perform the duties of general chairman representing employees affiliated with the above-named organization. Prior to the expiration of said leave, he applied for and secured an extension of six months. Prior to the expiration of the second leave, he applied for a further extension of six months, which was denied. The employee in question did not report for work at the expiration of his leave and the carrier removed his name from the seniority roster.

*Employees' position.*—The position of the employees is summarized as follows:

It is the position of the employees that the general chairman in question found it necessary to devote his entire time to committee work and adjusting grievances, and in accordance with rulings of the Railroad Administration and provisions of the national agreement should have been granted an extension to cover such time as may have been necessary to adjust grievances as well as working conditions under the provisions of orders of the United States Railroad Labor Board; and that formal request was made for an extension in accordance with section (j), Article II, of the national agreement, but was denied; and therefore contend that the carrier was not justified in removing W. R. Flack's name from the seniority roster.

*Carrier's position.*—The position of the carrier is summarized as follows:

It is the position of the carrier that inasmuch as no other general chairman on the system has ever asked for continued leave, the request is unusual. Recognizing, however, that the organization was new, and realizing that it would take some time to organize the system, the first six months' leave was granted, which it was thought was sufficient, but finally agreed to permit an extension of six months. At the expiration of this extension an application for further extension was refused, and in view of the fact that the employee in question failed to report for work at expiration of said leave the carrier claims it was justified in removing his name from the seniority roster.

*Decision.*—It has been a recognized and time-honored practice of practically all carriers having working agreements with their employees to grant leaves of absence (ofttimes indefinite with full retention of seniority rights) to general chairmen representing large groups of employees in order that they might perform the duties incumbent upon that position.

The Labor Board therefore decides that the carrier was not justified in refusing further leave to General Chairman W. R. Flack and that he should be restored to the seniority roster in accordance with his standing prior to the expiration of the last leave granted by the carrier.

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DECISION NO. 231—DOCKET 435.

*Chicago, Ill., October 13, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway Co.**

*Question.*—Claim of foreman for compensation during period when extra gang over which he had charge was laid off.

*Statement.*—The evidence submitted indicates that C. T. Woolwine was formerly employed as regular section foreman, and was later transferred to the position of extra gang foreman, both positions being paid on a monthly salary; that said foreman was instructed by wire and by mail that the extra gang would be cut off from December 19, 1920, to January 3, 1921, and that accordingly no work was performed either by that gang or by the foreman during that period; and, further, that there is nothing to indicate that said C. T. Woolwine applied to the carrier for the privilege of returning to his former section, nor is there anything to indicate that the carrier offered to return him to that position. Foreman Woolwine claims pay for the period December 19, 1920, to January 3, 1921.

*Employees' position.*—The employees' position is summarized as follows:

Employees call attention to the following rules which appear in Article II of the national agreement covering maintenance of way employees:

(c 2) Except as provided in section (d) of this article and in section (h), Article III, when force is reduced the senior man, in the subdepartment, on the seniority district, capable of doing the work shall be retained.

(f) Employees assigned to temporary service may, when released, return to the position from which taken without loss of seniority.

The employees claim that the foreman in question was not instructed regarding his duties during the period above referred to, and that inasmuch as he was employed by the month and had not asked for leave of absence, he was still subject to the instructions of the roadmaster who should have issued instructions for his retention and guidance during the time the extra force of laborers was laid off; and therefore contend that he should be compensated for the period December 19, 1920, to January 3, 1921.

*Carrier's position.*—The position of the carrier has been summarized as follows:

The carrier takes the position that the foreman in question performed no work during the period above referred to; that when the extra gang was cut off it was his duty under the rules to have requested that he be returned to his position as section foreman if he wished to work during that period; that the carrier's obligation was fulfilled when he was notified that the gang would be dispensed with for a certain period; and that the carrier was not required to arbitrarily return this foreman to his section as such action would seem to be improper since the rule is a permissive one and leaves it to the foreman to act; further, that he would have been privileged under the rules to have displaced the section foreman having the least seniority rights if he did not wish to return to the section from which he came. The carrier does not consider that rule (c 2) of Article II applies to this case as the force was not reduced—the entire gang was cut off.

*Decision.*—The rules quoted in the employees' position expressly provide for the retention of senior men in case of force reduction or temporary assignment; however, it does not appear from the evidence that the employee in question made the proper effort to take advantage of these provisions.

The claim for compensation for the period laid off is therefore denied.

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#### DECISION NO. 232.—DOCKET 436.

*Chicago, Ill., October 13, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway Co.**

*Question.*—The question in dispute is in regard to the number of days constituting a basic year for employees covered by the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

*Statement.*—The submission contains the following:

*Employees' position.*—Section (e) of Article V reads, in part, as follows:

"To compute the hourly rate of monthly-rated employees, take the number of working days constituting a calendar year, multiply by 8 and divide the annual salary by the total hours \* \* \*."

We contend that the decision of Railway Board of Adjustment No. 3 places all monthly-rated employees under the provisions of section (e) of Article V, and that Interpretation No. 1 to Decision No. 2 sustains our claim, as the increase for all monthly-rated employees was figured on the basis of 306 days per year; consequently, we contend that the hourly rate for all monthly-rated employees covered by the provisions of our national agreement should be computed by multiplying 306 by 8 and dividing the annual salary by the total hours.

*Carrier's position.*—The railway company's officers take the position that section (e), Article V, of the national agreement (Maintenance of Way Employees and Railway Shop Laborers) has no bearing on the number of days constituting a calendar year, but merely provides basis for determining hourly rate of monthly-rated employees.

*Decision.*—The employees' contention is denied. See Railroad Labor Board's Decision No. 209.

## DECISION NO. 233.—DOCKET 437.

*Chicago, Ill., October 13, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Virginian Railway Co.

*Question.*—Is it the intention that the monthly rate of section foremen, extra gang foremen, bridge foremen, painter foremen, and other monthly paid foremen as established by section (h), Article V, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, shall cover the work performed on holidays during the eight-hour period, or shall the work performed on holidays be paid for in addition to the monthly rate established in accordance with section (h) of Article V?

*Decision.*—Decision No. 209 of the Labor Board covers the question in dispute and shall govern in this case.

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## DECISION NO. 234.—DOCKET 443.

*Chicago, Ill., October 13, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Bessemer & Lake Erie Railroad Co.

*Question.*—Shall O. L. Crane and J. E. Sheldon, car repairers, be compensated for the five days that they were suspended by the carrier?

*Decision.*—Based upon the evidence submitted by the respective parties, the claim of the employees is denied.

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## DECISION NO. 235.—DOCKET 195.

*Chicago, Ill., September 28, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway Co.

*Question.*—Claim of J. Donaldson, I. J. Tesch, and Isabelle Sullivan, employees in the freight claim department, for pay for time lost in April, 1920, account sickness.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, which govern the working conditions of employees in the class of service in which the employees involved in this dispute are engaged, does not contain any specific rule on the question of pay for time lost account sickness or vacation; however, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors, and this telegram was understood to become a part of the agreement:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

A check of the pay rolls of the freight claim department shows that during the period from October, 1914, to October, 1917, inclusive, a total of 815 employees were absent from duty account sundry reasons for periods varying from 1 to 31 days, and in every instance such employees were paid for the time lost.

*Decision.*—Position of employees is sustained.

This decision is arrived at on a basis of the rules of the national agreement and the above-quoted instructions of the Director, Division of Operation, United States Railroad Administration, and is not to be construed as indicating the attitude of the Labor Board on the questions regarding pay for time lost account sickness or vacations presented to it in submissions covering negotiations conducted between representatives of employees and carriers in accordance with Decision No. 119.

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#### DECISION NO. 236.—DOCKET 211.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway Co.**

*Question.*—Claim of R. F. Sederberg, clerk in the freight claim department, for pay for time off duty, March 17, 18, 19, and 20, 1920, account death in his immediate family.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, which governs the working conditions of employees in the class of service in which Mr. Sederberg is engaged, does not contain any specific rule on the question of pay for time lost account sickness or vacation; however, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors, and this telegram was understood to become a part of the agreement:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

A check of the pay rolls of the freight claim department of the carrier in question shows that for the period from October, 1914, to October, 1917, a total of 815 employees were absent from duty, account

sundry reasons, for periods varying from 1 to 31 days, and in every instance compensation for time lost was allowed.

*Decision.*—Position of employee is sustained.

This decision is arrived at on a basis of the rules of the national agreement and the above-quoted instructions of the Director, Division of Operation, United States Railroad Administration, and is not to be construed as indicating the attitude of the Labor Board on questions of pay for time lost account sickness or vacations presented to it in submissions covering negotiations conducted between representatives of employees and carriers in accordance with Decision No. 119.

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#### DECISION NO. 237.—DOCKET 251.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway Co.**

*Question.*—Claim of William Thart, clerk in the auditor passenger accounts department, for pay for time lost account illness, April 26 and 27, 1920.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, which governs the working conditions of employees in the class of service in which Mr. Thart is engaged, does not contain any specific rule on the question of pay for time lost account sickness or vacation. However, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors, and this telegram was understood to have become a part of the agreement:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

A check of the pay rolls of the auditor passenger accounts department of the carrier in question shows that for the period from January, 1917, to December, 1917, all employees who were off duty account sundry reasons for periods varying from 1 to 26 days were allowed compensation for the period they were absent.

*Decision.*—Position of employee is sustained.

This decision is arrived at on a basis of the rules of the national agreement and the above-quoted instructions of the Director, Division of Operation, United States Railroad Administration, and is not to be construed as indicating the attitude of the Labor Board on questions of pay for time lost account sickness or vacations presented to it in submissions covering negotiations conducted between representatives of employees and carriers in accordance with Decision No. 119.

## DECISION NO. 228.—DOCKET 254.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System.**

*Question.*—Dispute concerning the application of rules 12 and 71 of the clerks' national agreement to vacant positions in the accounting department, division of freight accounts, El Paso & Southwestern System.

*Statement.*—On or about April 20, 1920, Leo Wren, clerk in the division of freight accounts, accounting department, whose position was listed on the seniority roster and pay rolls as "Stamp inter. rec.," left the service. Mr. Wren received a salary of \$95 per month, but the vacancy was bulletined at \$90 per month.

Employees claim that this is in violation of rule 71, and request that the rate of \$95 per month be reestablished from the date the reduction was made, and that the increase authorized by Decision No. 2 be added to the \$95 rate instead of to the \$90 rate.

The carrier states that there are in the accounting department a number of boys and girls working on files, stamping settlements against records of waybills, binding reports, and doing other miscellaneous work of a similar character; that these employees come under the classification of clerks as defined in the national agreement and are paid from \$87.50 per month to \$100 per month; that there is no established rate for any clerk in connection with these positions; that the employees are promoted from file desk or picked up from the outside, in which latter case they are usually wholly inexperienced and are paid in accordance with their ability to do satisfactory work, the rate varying from \$87.50 to \$100 per month.

It is stated that Mr. Wren was employed at \$87.50, and subsequently raised to \$95; and that in accordance with this method of handling these positions this vacancy was not advertised at \$95 per month.

Rule No. 71 of the clerks' national agreement reads as follows:

Rating positions—Rule 71. Positions (not employees) shall be rated, and the transfer of rates from one position to another shall not be permitted.

*Decision.*—Under rule No. 71 of the clerks' national agreement the vacancy in question should have been bulletined at \$95 per month, and the increase authorized by Decision No. 2 added to that rate if it was the rate established by or under the authority of the Railroad Administration and in effect at 12.01 a. m., March 1, 1920. This decision shall not be construed to prohibit the establishment of minimum rates for inexperienced clerks, as provided in Decision No. 147.

## DECISION NO. 239.—DOCKET 289.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co.**

*Question.*—Bulletining of nonclerical positions.

*Statement.*—This case covers a difference of opinion between the employees and the carrier named above in regard to the bulletining

of certain so-called nonclerical positions designated as station warehousemen. It appears that no specific claims for payment, in accordance with employees' contentions with respect to the rules of the clerks' national agreement involved, are pending for adjustment.

*Decision.*—The Labor Board decides that inasmuch as the question of bulletining nonclerical positions was given consideration in conferences between the representatives of the employees and the carrier named, in accordance with the Board's direction in Decision No. 119, it is not necessary for the Board to make an interpretation of the rule of the national agreement involved at this time. This should not be understood to prohibit the employees from presenting claims for compensation in the manner provided in the agreement, and, if not satisfactorily adjusted, to the Labor Board, in accordance with Title III of the Transportation Act, 1920.

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DECISION NO. 240.—DOCKET 307.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Classification of express messenger runs between Omaha, Nebr., and Sioux City, Iowa.

*Statement.*—The express messengers on trains operated by the Chicago & North Western Railway and the Chicago, St. Paul, Minneapolis & Omaha Railroad between Omaha, Nebr., and Sioux City, Iowa, make a round trip between Omaha and Sioux City on 50 per cent of the days, and during the remaining 50 per cent of the days the messengers on these runs make a one-way trip, sleeping overnight at distant terminals. The one-way and round trips are alternated. The mileage between Omaha, Nebr., and Sioux City, Iowa, is 101 miles, and the actual time on duty for each one-way trip is approximately 4 hours and 45 minutes on the Chicago & North Western Railway and 6 hours on the Chicago, St. Paul, Minneapolis & Omaha Railroad.

The employees claim that these runs are turn-around runs, inasmuch as the messengers thereon actually make a turn-around trip between Omaha and Sioux City each alternate day, thus putting in two-thirds of their time in turn-around service and one-third of their time in straightaway service; and contend that the express messengers thereon should be paid in accordance with rule 76 of the national agreement effective February 15, 1921. The employees further contend that the messengers on these runs are entitled to a minimum allowance of 8 hours for each day they are required to work, in accordance with rules 47 and 68 of the national agreement.

The carrier states that rules 47 and 68 are not in any way involved in this dispute, and that in the conference with the employees regarding the case, no evidence was adduced by the employees in connection with the applicability of these rules, the only question at issue being whether or not these runs can be considered turn-around runs and paid under the provisions of rule 76 of the na-

tional agreement; and contends that turn-around service, as contemplated by rule 76, refers only to service where the messengers return to home terminal each day or that class of service where one or more round trips are made every day, and that the service consisting of short trips and long trips can not be classed as short turn-around service simply because one or more round trips are made during a given month, and particularly when it is sought to apply the turn-around minimum to the straightaway portion of such service.

*Decision.*—The position of the carrier is sustained.

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DECISION NO. 241.—DOCKET 338.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Richmond, Fredericksburg & Potomac Railroad Co.**

*Question.*—Was the action of the carrier in abolishing the position of chief car record clerk and creating the position of car accountant, Potomac Yards, Va., in conflict with rule 84, and does the position of car accountant, Potomac Yards, Va., come within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as defined in Article I thereof?

*Statement.*—On September 28, 1920, chief car record clerk, Potomac Yards, Va., resigned, and on October 12, 1920, bulletin was issued abolishing this position. On October 14, 1920, the position of car accountant was created and filled by the carrier without having been bulletined.

The employees state that the position of chief car record clerk is not excepted from the provisions of the clerks' national agreement, and that the duties of the newly created position of car accountant are substantially the same as those of the chief car record clerk. They contend that the action of the carrier in abolishing the position of chief car record clerk and creating the position of car accountant constitutes a violation of rule 84 of the clerks' national agreement, and that the position of car accountant comes within the scope of the clerks' national agreement as defined in Article I thereof.

The carrier states that the administration of the car record office at Potomac Yards was unsatisfactory, and it was decided to appoint a car accountant with full authority over the entire car accounting and distributing forces. It is claimed that the car accountant is an official of the carrier with full authority to employ, discipline, and dismiss all employees under his jurisdiction, and that he reports direct to the car accountant of the system. It is further claimed that his duties are of a supervisory character exclusively, and that he acts with full authority in his relations with the officials of the several carriers involved in the interchange of cars at Potomac Yards, Va.

Rule 84 of the clerks' national agreement reads as follows:

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

*Decision.*—The Labor Board decides on the evidence before it, including proceedings of hearing held on April 13, 1921, that the action of the carrier in abolishing the position of chief car record clerk and creating the official position of car accountant is not a violation of rule 84 of the clerks' national agreement, and that the position of car accountant, Potomac Yards, Va., is not within the scope of the clerks' national agreement as defined in Article I thereof.

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DECISION NO. 242.—DOCKET 340.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System.**

*Question.*—Bulletining of position of the valuation accountant in the accounting department of the El Paso & Southwestern System in accordance with rule 12, national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Statement.*—In May, 1920, the position of valuation accountant was created in the accounting department and filled without bulletining. The employees contend that the position was within the scope of the clerks' national agreement and should have been bulletined in accordance with the provisions thereof. The carrier contends that at the time the position was created there was no one in the accounting department receiving a lower salary than said position paid who had the necessary experience to qualify for same; and states that vacancies which occur in the accounting department are being bulletined in accordance with the provisions of the clerks' national agreement.

*Decision.*—The evidence before the Labor Board shows that the employee involved in this dispute left the service of the carrier August 28, 1920, and that the position in question was abolished October 1, 1920. There is, therefore, nothing for the Board to decide in this case, and it is ordered stricken from the docket and the file closed.

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DECISION NO. 243.—DOCKET 348

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Lines in Texas & Louisiana.**

*Question.*—This dispute is upon a controversy between the employees and the carrier named above with respect to the claim of F. A. Beaulieu for a position in the service of the carrier defendant.

*Statement.*—During the period of Federal control the terminal facilities of the railroads entering Galveston, Tex., were unified and operated under one management known as the Galveston Terminal Association. This terminal association was under the jurisdiction of the Federal manager of the Gulf, Colorado & Santa Fe Railway. At the expiration of Federal control the unification agreement was

terminated, and each carrier involved arranged to take back into its service such employees as had been transferred to the Galveston Terminal Association when the unification agreement became effective in January, 1918.

Mr. Beaulieu entered the service of the Galveston Terminal Association in March, 1918, and remained therein until March, 1920.

The employees contend that in view of Mr. Beaulieu's service with the Galveston Terminal Association from March, 1918, to March, 1920, he should not have been considered a new employee when he started to work for the Southern Pacific Lines in Texas & Louisiana, and that he should be reinstated in the service of that carrier with seniority rights from the date of his employment with the Galveston Terminal Association.

The carrier states that when the unification agreement was entered into by the railroads entering Galveston arrangements were made for the transfer from the various carriers involved to the terminal association of employees needed to conduct the operation of the terminal property. These employees were transferred with the understanding that when the unification agreement terminated they would be restored to the service of the carrier by which they were employed prior to their service with the terminal association. The carrier contends that Mr. Beaulieu was not one of the employees transferred to the terminal association by the Southern Pacific Lines in Texas & Louisiana when the unification agreement went into effect, but was employed by the terminal association some time thereafter. Therefore when the terminal facilities of the roads entering Galveston were returned to their respective properties Mr. Beaulieu was out of employment. He was engaged by the Southern Pacific Lines in Texas & Louisiana on some extra work of a temporary character in connection with the segregation and readjustment of the business. He was released from the service when his application for employment showed that he was above the age limit for employees entering the service.

*Decision.*—The evidence before the Labor Board shows that Mr. Beaulieu was not an employee of the Southern Pacific Lines in Texas & Louisiana prior to his employment by the Galveston Terminal Association, and that he entered the service of the association after it was organized. Therefore, when the unification agreement terminated and the Galveston Terminal Association, by which Mr. Beaulieu was employed, passed out of existence, there was no obligation on the part of the Southern Pacific Lines in Texas & Louisiana to give the employee in question a position in their service.

Claim of employee is therefore denied.

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#### DECISION NO. 244.—DOCKET 365.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Cincinnati, Indianapolis & Western Railroad Co.**

*Question.*—Position of price clerk in the department of purchases and supplies not bulletined and not awarded to employee holding seniority.

*Statement.*—On October 20, 1920, the clerical position designated as price clerk in the department of purchases and supplies became vacant. The vacancy was awarded to J. Wendling without bulletining, as required by rule 12, clerks' national agreement. M. C. DeWitt, an older employee in the service, applied for the position, but was not assigned to same until November 8, 1920.

The employees state that when the vacancy in the position of price clerk occurred the position was not bulletined, as required by rule 12 of the clerks' national agreement, and also that the position held by Mr. Wendling, made vacant by his assignment to the position of price clerk, was not bulletined. The employees contend that Mr. DeWitt was a senior qualified employee; that he should have been granted the right to bid on the position; that he should have been assigned thereto from the date it became vacant; and that he should be reimbursed for the difference in the salary of the position he held in the service and the position of price clerk for the period from October 20, 1920, to November 8, 1920.

The carrier states that when the position of price clerk became vacant Mr. Wendling was temporarily assigned to same, and that when it became known that Mr. DeWitt was the senior qualified employee, he was appointed to the position in question.

It is admitted by the carrier that the position of price clerk was not bulletined in accordance with rule 12 of the clerks' national agreement and that Mr. DeWitt had the seniority, fitness, and ability to have qualified for that position.

*Decision.*—The position of the employee is sustained.

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#### DECISION NO. 245.—DOCKET 366.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System.**

*Question.*—Application of Article II of Decision No. 2 to salary of W. L. Munn, clerk.

*Statement.*—W. L. Munn entered the service of the 'accounting department of the El Paso & Southwestern System on January 23, 1920, and received an increase of  $6\frac{1}{2}$  cents per hour under section 3, Article II of Decision No. 2, which section establishes the rate of increase for clerks with less than one year's experience in railroad clerical work or clerical work of a similar nature in another industry.

The employees claim that Mr. Munn was entitled to an increase of 13 cents per hour under section 2, Article II of Decision No. 2, on the basis that he had had approximately 30 months' previous experience in clerical work of similar nature to that required in railroad service. He had not been employed by a railroad company previous to entering the service of the El Paso & Southwestern System.

The carrier states that Mr. Munn was employed for special work in the auditor's office, and that he had not had any experience in work similar to that for which he was engaged, and contends that he was, therefore, properly increased under section 3, Article II of Decision No. 2.

*Decision.*—The evidence before the Labor Board shows that Mr. Munn had previous experience of approximately 30 months' duration on clerical work of similar nature to that required in railroad service; therefore, he is entitled to an increase of 13 cents per hour under section 2, Article II of Decision No. 2.

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DECISION NO. 246.—DOCKET 367.

*Chicago, Ill., September 28, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Shall the position held by Eli Graham, Los Angeles, Calif., be included within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, as defined in rule 1, Article 1 thereof, and be subject to the provisions of said agreement?

*Statement.*—During the period of Mr. Graham's service, which terminated on August 21, 1920, he was classified and paid as red cap.

The employees claim that the classification of his position as red cap was improper, as the major portion of the work performed was work generally recognized as janitor's work. They contend, therefore, that his position comes within the scope of the clerks' national agreement and should be subject to the provisions thereof.

The carrier states that the employee in question did perform some janitor's work, but that the amount of such work performed during the period of his regular assignment as red cap was not sufficient to justify classification as janitor. The employee worked an assignment of eight hours as red cap, and during three hours of this period he assisted in the cleaning work. At the expiration of his tour of duty as red cap he performed janitor's work for a period of two hours, for which he was paid overtime in addition to his monthly rate.

The carrier contends that the employee did not devote a major portion of his time to janitor's work during the period of his regular assignment; that he was properly classified as red cap; and was, therefore, specifically excepted from the provisions of the clerks' national agreement by paragraph (a), Article I, rule 1, of said agreement.

*Decision.*—The Labor Board decides that the position in question is properly classified as red cap, and therefore does not come within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as defined in Article I thereof.

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DECISION NO. 247.—DOCKET 493.

*Chicago, Ill., September 28, 1921.*

**American Train Dispatchers Association v. New York Central Railroad Co.**

*Question.*—How shall the increase provided in section 1, Article XI of Decision No. 2, be applied to employees now being paid a monthly rate?

*Statement.*—The employees of the carrier in question named in section 1, Article XI of Decision No. 2, and paid on a monthly basis, have received an increase in their monthly salary equivalent to 204 times the increase in hourly rates specified in section 1, Article XI of Decision No. 2.

The employees state that train dispatchers of the carrier in question are required to work legal holidays, or an average of 208½ hours per month rather than 204 hours per month, and contend that the increase specified in section 1, Article XI of Decision No. 2, should be applied for the total hours constituting their regular monthly assignment.

The carrier states that in applying the increase specified in section 1, Article XI of Decision No. 2, there was added 204 times the hourly rate specified to the monthly rate in accordance with section 3, Article XIII of Decision No. 2.

*Decision.*—Interpretation No. 1 to Decision No. 2 prescribes the manner in which the increases specified in Decision No. 2 should be applied to monthly-rated employees and should govern in this dispute.

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#### DECISION NO. 248.—DOCKET 494.

*Chicago, Ill., September 28, 1921.*

#### American Train Dispatchers Association v. Wabash Railway Co.

*Question.*—Shall dispatcher H. G. Mann be paid for time lost account of sickness from February 3 to June 6, 1920?

*Statement.*—The rule in effect governing pay for time lost by dispatchers on account of sickness, reads as follows:

Chief, assistant chief, regular trick, and regular relief dispatchers will be extended the same treatment as is the practice on each road to accord to other division officers for loss of time on account of sickness.

The employees contend that it has been the practice of the carrier in question to pay division officers for time lost account sickness, and therefore, in accordance with the rule above quoted, the dispatcher in question should be extended the same treatment.

The carrier contends that it has not been the practice to pay division officers for time lost account sickness when it was necessary to employ some one in their places.

*Decision.*—The evidence before the Labor Board shows that it is not the general practice of the carrier in question to pay division officers for time lost account of sickness where it has been necessary to employ some one in their places; but that it is the practice of the carrier to give consideration to the circumstances in each case, and if such circumstances warrant, the officer is paid for the period of his absence. Inasmuch as the dispatcher involved in this dispute has been accorded the same treatment as it is the practice to accord other division officers of the carrier in question for loss of time on account sickness, the claim of the employee is denied.

## DECISION NO. 249.—DOCKET 316.

*Chicago, Ill., September 29, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Cleveland, Cincinnati, Chicago & St. Louis Railway Co.

*Question.*—Should section (m), Article V, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, apply to certain mechanics and helpers in the bridge and building departments who are required to work, wait, or travel, as regulated by train service?

*Statement of facts.*—The employees in question are being paid in accordance with section (i), Article V, of the national agreement covering maintenance of way employees, and have their headquarters at the station where they reside in some cases; in other cases, their headquarters are the living-car outfits in which are quartered the gangs to which they are assigned and with which they work, except when detailed to perform intermittent service requiring them to work, wait, or travel, as regulated by train service and the character of their work, and where hours can not be definitely regulated.

Section (i), Article V, of the national agreement, reads:

Employees temporarily or permanently assigned to duties requiring variable hours, working on or traveling over an assigned territory and away from and out of reach of their regular boarding and lodging places or outfit cars, will provide board and lodging at their own expense, and will be allowed time at the rate of ten (10) hours per day at pro rata rates and in addition pay for actual time worked in excess of eight (8) hours on the bases provided in these rules, excluding time traveling or waiting. When working at points accessible to regular boarding and lodging places or outfit cars, the provisions of this rule will not apply.

Section (m), Article V, of the national agreement, reads:

Employees not in outfit cars will be allowed straight time for actual time traveling by train, by direction of the management, during or outside of regular work period or during overtime hours, either on or off assigned territory, except as otherwise provided for in these rules. Employees will not be allowed time while traveling, in the exercise of seniority rights or between their homes and designated assembling points or for other personal reasons.

*Employees' position.*—The position of the employees is quoted as follows:

These men have regular headquarters and regular starting time, and work under the direction of the management. Ofttimes they leave their home station at an hour much before the usual time for starting work, 7 a. m., and return in the evening after the regular quitting time, 4 p. m. In fact, they are subject to the train service of the company on that particular day on which they are called upon to work. The two hours which they are allowed is given to pay for meals and lodging when unable to return to their homes and lodging places at night. We contend that these men should be ruled by section (m) of Article V, and be paid for straight time while traveling and waiting.

*Carrier's position.*—The position of the management is summarized by the Board as follows:

The management contends that section (i), Article V, of the national agreement applies to such men as bridge inspectors, either temporarily or permanently assigned; to painters and glaziers who have to do little jobs of glazing at distant points or who go over the road painting signals; to bridge and building mechanics who go over the road either alone or with a helper doing small jobs of repair or adjustment ordinarily requiring somewhat less than eight hours'

actual work at any one point remote from the home station or headquarters; and to water supplymen assigned to look after the repairs and adjustments of water stations in assigned territory.

*Decision.*—From the evidence submitted the Labor Board decides that the employees in question are properly compensated in accordance with section (i) of the national agreement.

This decision shall not be construed as changing practices which provide a more favorable payment for such service, nor as conflicting with agreement that may have been reached since this submission was filed.

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DECISION NO. 250.—DOCKET 326.

*Chicago, Ill., September 29, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway Co.**

*Question.*—Shall the rate of coal-wharf foreman be applied to section foreman who supervises coal-chute operations on his section?

*Statement of facts.*—The section foreman, in connection with other duties, is required to supervise coal-chute operation on his section. Section (b), Article I of Supplement No. 8, provided a minimum rate of \$105 per month for coal-wharf foremen, and section (c) of the same article provided a minimum rate of \$100 for section foremen, these rates being in effect prior to the application of Decision No. 2.

Section (p), Article V of the national agreement governing maintenance of way employees, reads:

An employee working on more than one class of work on any day will be allowed the rate applicable to the character of work preponderating for the day, except that when temporarily assigned by the proper officer to lower-rated positions, when such assignment is not brought about by a reduction of force or request or fault of such employee, the rate of pay will not be reduced.

This rule not to permit using regularly assigned employees of a lower rate of pay, for less than half of a workday period, to avoid payment of higher rates.

*Employees' position.*—The position of the employees is quoted as follows:

Employees' contention is that the foreman above referred to is a composite worker, and, in accordance with the provisions of the last paragraph of section (p), Article V of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, is entitled to rate of pay applicable to coal-house foremen.

*Carrier's position.*—The position of the management is summarized as follows: The carrier takes the position that the preponderating duties required of the position are those of section foreman, and in accordance with the provisions of section (p), Article V of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, quoted above, the rate applicable to section foremen is the correct rate, and employee is not entitled to classification and compensation as coal-chute foreman.

*Decision.*—The preponderating work of the foreman in question is that of section foreman, and, in accordance with section (p) of Article V, above quoted, should be classified and paid as such.

The employees' contention is, therefore, denied.

This decision shall not be construed as affecting positions in which a more favorable method of payment is in effect for such service.

## DECISION NO. 251.—DOCKET 349.

Chicago, Ill., September 29, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New York Central Railroad Co. (West of Buffalo).

*Question.*—Dispute in connection with bulletined position not awarded to employee holding seniority.

*Statement.*—Bridge foreman C. E. Kissinger was injured and relieved from service May 26, 1920, and was retired on pension May 31, 1920. The position thus made vacant was filled without bulletining by the appointment of C. S. Kissinger, son of the former foreman. When protest was made because of the failure to bulletin the vacancy and because of the appointment of C. S. Kissinger, the position was bulletined. The bulletin was dated July 3, 1920, and bids were received from four men, including C. S. Kissinger, who was permanently appointed to the position.

Sections (a) and (e), Article III of the national agreement, covering maintenance of way employees, reads:

(a) Promotions shall be based on ability, merit, and seniority. Ability and merit being sufficient, seniority shall prevail; the management to be the judge.

(e) Employees accepting promotion and failing to qualify within thirty (30) days may return to their former positions.

*Employees' position.*—The position of the employees is summarized by the Labor Board as follows:

It is the contention of the employees that the carrier has violated the meaning and intent of sections (a) and (e), Article III of the national agreement, in appointing C. S. Kissinger to the position of bridge foreman, in view of there being other men in the gang who held seniority rights over Kissinger and who, it is also claimed, were qualified to fill the position. The employees call special attention to the service record and ability of A. G. Blanks, former bridge mechanic who, it is contended, should have been assigned to the position.

*Carrier's position.*—The carrier's position is summarized by the Board as follows:

The carrier construes section (a), Article III of the national agreement, to grant the carrier the privilege of selecting employees to fill supervisory positions if men senior in the service are not qualified to fill such positions. In the particular case in question the carrier contends that due consideration was given to the qualifications of all the applicants, and that the provisions of the agreement were complied with in selecting C. S. Kissinger, as it was not felt that any other applicant possessed ability, experience, and merit sufficient to qualify as satisfactory bridge foreman. In regard to A. G. Blanks, referred to by the employees, the carrier claims that he voluntarily resigned from the bridge gang and without the knowledge of the bridge foreman had accepted employment as section foreman on another territory and, therefore, surrendered his seniority rights in the bridge gang, which eliminated him from consideration for the position.

*Decision.*—The Labor Board construes section (a) of Article III of the national agreement, above quoted, to establish seniority as the first consideration in selecting the successful applicant for a bulle-

tioned position, but that there must be coupled with seniority sufficient fitness and ability to qualify on the position in the 30 days' trial provided in section (e) of Article III.

No evidence was submitted that would substantiate the claim of the employees that other employees senior in the service were qualified to fill the position in question, nor is there any evidence to refute the statement of the carrier that A. G. Blanks left the service of his own accord without notifying his superiors, by which action he automatically surrendered his seniority rights with the bridge gang.

The Labor Board, therefore, decides upon the evidence submitted and upon its construction of sections (a) and (e), Article III of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, that C. S. Kissinger shall not be displaced from the position of bridge foreman.

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#### DECISION NO. 252.—DOCKET 356.

*Chicago, Ill., September 30, 1921.*

**Brotherhood Railroad Signalmen of America v. Missouri Pacific Railroad Co.**

*Question.*—Rate of pay applicable to automatic signal maintainers in normal traffic zones handling wires and apparatus carrying less than 240 volts.

*Statement.*—Joint submission was made to the Labor Board setting forth the question in controversy and the contentions of the respective parties, and was supplemented by oral evidence. The contentions have specific reference to the provisions of Supplement No. 4 to General Order No. 27 rendered by the United States Railroad Administration, the decisions of the Railroad Administration, and Decision No. 2 of the Labor Board, that portion of Supplement No. 4 in question being quoted below:

Section 5, Article I, describing the work of electrical workers, first class, reads, in part:

\* \* \* signalmen and signal maintainers where handling wires and apparatus carrying 240 volts or over or in dense traffic zones \* \* \*.

Section 5-A, Article I, same supplement, describing the work of electrical workers, second class, reads in part:

\* \* \* Signalmen and signal maintainers, where handling wires and apparatus carrying less than 240 volts and in normal traffic zones \* \* \*.

Supplement No. 4, from which the above was quoted, provided a rate of 68 cents per hour for electrical workers, first class, and 58 cents per hour for electrical workers, second class.

The evidence submitted indicates that the employees in controversy were employed in "normal traffic zones" and "handling wires and apparatus carrying less than 240 volts," and were allowed the rate of 58 cents per hour in accordance with the provisions of Supplement No. 4 to General Order No. 27, previously referred to.

Subsequent to the issuance of Supplement No. 4, Interpretation No. 2 thereto was issued, which provided that employees perform-

ing work defined as that of machinists, boilermakers, blacksmiths, pipe fitters, electricians, etc., should be classified and paid as follows:

The classification of a composite mechanic shall be based upon the preponderating class of work performed, and the rate of pay shall not be less than the minimum hourly rate of highest rated craft represented in the crafts of which he is the composite.

The evidence indicates that during the period of Federal control the representatives of the employees claimed that certain employees classified and paid as electrical workers, second class, were performing the work of a composite mechanic, and upon failure of the carrier to agree the matter was submitted to the Railroad Administration for decision, which resulted in the employees' position being sustained.

The decision of the Railroad Administration follows.

The employees in question are properly classified as signal maintainers; they perform the duties of first-class electricians and composite mechanics, and shall be rated and paid in accordance with Interpretation No. 2 to Supplement No. 4 to General Order No. 27 from the effective date of said supplement.

The carrier took exception to the above decision, it being alleged that it was contrary to previous decisions rendered, and again brought the matter to the attention of the Railroad Administration, which ruled that the previous decision "was final and applicable to the termination of Federal control." The positions involved were therefore classified as signalmen and paid as electrical workers, first class. This decision was applied up to and including February 29, 1920, the date of the termination of Federal control, after which time the employees in normal traffic zones handling wires and apparatus carrying less than 240 volts were again classified and paid as electrical workers, second class, as per section 5-A, Article I, Supplement No. 4 to General Order No. 27. The carrier contended that the decision of the administration was made under the misapprehension of the facts in the case and of the work required of these employees and, therefore, declined to continue to pay the higher rate.

Section 312, Title III of Transportation Act, 1920, reads, in part:

Prior to September 1, 1920, each carrier shall pay to each employee or subordinate officials thereof wages or salary at a rate not less than that fixed by the decision of any agency, or railway board of adjustment in connection therewith, established for executing the powers granted the President under the Federal Control Act, in effect in respect to such employee or subordinate official immediately preceding 12.01 a. m., March 1, 1920.

Decision No. 2 rendered by the Labor Board provides that the increases specified therein shall be added "to the rates established by or under the authority of the United States Railroad Administration."

*Decision.*—Upon the question of what rate is properly applicable to the positions in controversy in accordance with the provisions of Decision No. 2 rendered by this Board, it is decided that the rate of pay established by or under the authority of the United States Railroad Administration was that decided by the decisions referred to in the above statement.

The Labor Board therefore decides that the increase provided in Decision No. 2 shall be applied to the rates established by said decisions of the Railroad Administration and back pay allowed accordingly.

## DECISION NO. 253.—DOCKET 357.

*Chicago, Ill., September 30, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop  
Laborers v. Southern Pacific Lines in Texas and Louisiana.

*Question.*—This dispute is in regard to the reinstatement of E. H. Howard, formerly employed as section foreman on the Southern Pacific Lines in Texas and Louisiana, but who was dismissed from the service on March 9, 1920, for alleged insubordination to the superintendent under whose jurisdiction he was employed and for leaving his gang to visit with neighboring foremen.

*Statement.*—The positions of the respective parties were filed with the Labor Board in writing, and oral hearing conducted in connection with the case.

*Decision.*—The claim for reinstatement is denied.

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## DECISION NO. 254.—DOCKET 362.

*Chicago, Ill., September 30, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop  
Laborers v. Delaware, Lackawanna & Western Railroad Co.

*Question.*—This dispute is in regard to the reinstatement of James Foley, former section foreman of the Delaware, Lackawanna & Western Railroad Co. at Cresco, Pa., who was dismissed from the service of the carrier for alleged incompetency and general unsatisfactory service.

The positions of the respective parties to this dispute were filed with the Labor Board, and oral hearing was conducted in connection therewith; upon this evidence the Board renders its decision.

*Decision.*—Claim for reinstatement is denied.

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## DECISION NO. 255.—DOCKET 370.

*Chicago, Ill., September 30, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop  
Laborers v. Missouri Pacific Railroad Co.

*Question.*—Proper classification of and compensation for C. A. Gassman, employed as pumper at Piedmont, Mo.

*Statement.*—The facts in the case and the contentions of the respective parties have been summarized by the Labor Board as follows:

C. A. Gassman is employed as pumper at Piedmont, Mo., and paid a monthly salary under paragraph (a 12), Article V, of the maintenance of way national agreement, to cover all services rendered. His monthly salary is based on 10 hours per day. The evidence indicates that in addition to looking after the pumping machinery, the duties of the employee in question consist of work in connection with water-treating plant, such as mixing chemicals, testing and

treating raw water, furnishing chemists with samples of both raw and treated water periodically, keeping record of all chemicals used, and making reports regarding the activities of such plant. Employee in question performs the boiler washing, cleans out treating tanks, and performs other related services in and around the pumping station. Time actually engaged in work is from 6 to 8 hours per day, according to the statement of the carrier. There are two shifts employed at this point, C. A. Gassman, the employee in question, being assigned to the day shift.

Section (a 12), Article V, of the national agreement covering maintenance of way employees, provides for the establishment of a monthly rate to cover all positions not requiring continuous manual labor, wherein is mentioned position of pumper. The last paragraph of section (a 12) reads as follows:

Exceptions to the foregoing paragraph shall be made for individual positions at busy crossings or other places requiring continuous alertness and application, when agreed to between the management and a committee of employees. For such excepted positions the foregoing paragraph shall not apply.

*Employees' position.*—It is the contention of the employees that C. A. Gassman is, in addition to his duties as pumper, held responsible for the proper mixing of chemicals and the treating of the water that is pumped by the night pumper; that he leaves written instructions to the night pumper as to how water shall be treated during the night, and that as a whole he is held responsible for the work in general. It is the employees' further contention that the last paragraph of section (a 12), Article V, of the national agreement, was inserted in that agreement to take care of a situation such as the one in question, in that the position being filled by C. A. Gassman requires continuous alertness and application.

It is also contended that said C. A. Gassman is improperly classified and underpaid and should be classified in supervisory capacity and paid a salary based on a 26-day month, 8 hours per day, with time and one-half for all work performed after 8 hours and pro rata for Sundays and holidays, in addition to his regular monthly salary; also 3 hours for each time he is called outside his regular working hours for the first 2 hours work or less, and time and one-half each hour thereafter for each tour of duty, as per section (a 0), Article V of the national agreement.

The employees take exception to the position of the carrier, wherein it is claimed that reclassification of Mr. Gassman would practically eliminate every pumper on the Missouri Pacific Railroad, stating that there were but three treating plants on the Missouri Division, and that there were many pumping stations at outlying points that require no treatment of the water used.

*Carrier's position.*—The carrier contends that the duties of Mr. Gassman are similar to the majority of pumpers on the Missouri Pacific Railroad and that if he was removed from the provisions of section (a 12), Article V, it would practically eliminate every pumper on the Missouri Pacific Railroad; that the positions of pumpers are usually held by men who have been long in the service of the carrier and are incapacitated by age or other disability from performing other than light work. The carrier therefore considers that the employee in question is being properly compensated under sec-

tion (a 12), Article V, of the national agreement governing maintenance of way employees.

*Decision.*—The claim for reclassification and rating of the position in question is denied.

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DECISION NO. 256.—DOCKET 390.

*Chicago, Ill., September 30, 1921.*

International Union of Steam and Operating Engineers v. Missouri Pacific Railroad Co.

*Question.*—Proper rate of pay for stationary engineers in the roundhouses of the Missouri Pacific Railroad Co. at St. Louis, Mo., paid on a monthly basis.

*Statement.*—Certain stationary engineers in the employ of the Missouri Pacific Railroad Co. are paid a monthly salary and do not receive extra allowance for Sunday and holiday work, which is considered a part of their regular assignment. These positions were increased under the provisions of Decision No. 2 by adding 204 times the hourly increase to the monthly salary established by the United States Railroad Administration.

The employees claim that the monthly salary should cover 306 days per year, and that overtime should be allowed for all service performed on Sundays and holidays.

*Decision.*—Interpretation No. 1 to Decision No. 2 sets forth the position of the Labor Board in regard to the application of Decision No. 2 to monthly-rated employees, which interpretation shall govern in this dispute.

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DECISION NO. 257.—DOCKET 422.

*Chicago, Ill., September 30, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Cleveland, Cincinnati, Chicago & St. Louis Railway Co

*Question.*—In regard to reinstatement of R. M. Cady, former bridge and building foreman, and pay for time lost by that employee and other members of his gang who were out of the service of the carrier from April 13, 1920, to May 25, 1920, inclusive.

*Statement.*—The Labor Board has summarized the facts in the case as follows:

The evidence indicates that in the latter part of March, 1920, the Cleveland, Cincinnati, Chicago & St. Louis Railway Co. negotiated with a local contractor for the installation of some shelving, partitions, etc., in the basement of an office building of the carrier in the city of Cincinnati, Ohio, such contract being drawn and executed under date of March 29, 1920. This contract stipulated that the material was to be furnished by said contractor at a certain amount, and that the labor of installing was to be furnished at a certain other separate amount. It appears that at the time this contract was made and for some time prior thereto, there had been

declared a so-called vacation on the part of the carpenters of the city of Cincinnati—not including carpenters working for railroads—which was in effect a carpenters' strike. On account of this situation there was incorporated in the contract above referred to a proposition stipulating that in the event the so-called vacation had not terminated in sufficient time for said contractor to perform the work, that the carrier would furnish the necessary labor and the contractor would furnish the necessary supervisor, the railway company to pay actual cost of such supervision.

It further appears that when the contractor was ready with the material, the trouble involving the carpenters in the city of Cincinnati had not been settled and it was arranged by the carrier that its own employees would perform the work under the supervision of the contractor. Certain railroad employees were detailed to perform this work, and upon reaching the place of work learned that the supervisor of the contractor was to superintend it, whereupon they refused to perform work under those conditions.

In view of this situation, it appears that the carrier excused the contractor entirely from further connection with the work and so advised the employees. The employees were also advised through their foreman, Mr. Cady, that the material should be applied by the carrier's forces under railway supervision. However, it appears that the work was not done and the matter was brought to the attention of the carrier and the employees were again requested to perform the work which they still declined to do. The employees in question stopped work at noon, April 13, 1920.

On April 15 conference was held between the general chairman, representing the employees, and a representative of the carrier, at which time the general chairman advised the carrier that it had been represented to him that the men had been discharged by Foreman Cady, whereupon he was informed by the carrier that Mr. Cady had not been instructed to discharge the men. The carrier was requested to permit the men to resume work without being required to perform the work to which they had objected, which request was denied.

Numerous letters were exchanged between the carrier and the representative of the employees and on May 19, 1920, the employees were advised that they would be permitted to resume work in their old positions with seniority as of April 13, 1920, providing that the carrier was notified of their wish to do so not later than May 25, 1920, after which time they could not expect to resume service with the company except as new employees. It appears that the men, except Foreman Cady, gave proper notice that they would resume work and did resume work on May 25, 1920.

The agreed statement of facts indicates that Foreman Cady terminated his service with the carrier by quitting and leaving his position of foreman on April 13, 1920, since which time he has not, on his own part, requested reinstatement or reemployment, or signified to any official of the carrier that anyone else was authorized to do so in his behalf.

*Employees' position.*—The employees' position has been summarized by the Labor Board as follows:

It is the position of the employees that when instructed by the carrier to perform the work in question that they were not aware of

the fact that the work was in a contractor's hands and felt that they were justified in refusing to perform same when they discovered that the men whose places they were sent to fill were on a strike. The employees contend that when Foreman Cady was told by his men that they absolutely refused to perform the work he conveyed this message to C. A. Paquette, chief engineer, who, it is claimed, instructed Mr. Cady to discharge the entire gang and that Mr. Cady informed Mr. Paquette that it would also include himself because he agreed with the men in the course they had taken.

The employees further contend that if the carrier had explained its position in this matter and shown the contract to Foreman Cady and his gang before entering into the work the men would have done the work without any trouble, and therefore claim that the carrier is responsible for the stoppage of this work and that the men in question are entitled to pay for time lost and that Foreman Cady should be reinstated to his position with pay for time lost.

*Carrier's position.*—The carrier's position has been summarized as follows:

The carrier contends that it is clearly established that the work in question was work that the employees should have performed; that the company explained the facts to Foreman Cady over and over again; that he assured the officials that the men understood them; and, further, that it was certainly as much the duty of the employees to determine the facts on their own account before refusing to work as it was the duty of the carrier to acquaint the employees with such facts. That the refusal of the men to obey instructions to perform certain proper work, as in this instance, constitutes a clear case of insubordination for which they would have been properly subject to discharge at the option of the carrier; and whether they were discharged by Foreman Cady, as he and they allege, or was a case of mutual agreement and understanding between the foreman and the men that they would all quit rather than do the work, is of no consequence.

The carrier denies that C. A. Paquette, chief engineer of that company, ordered Foreman Cady to discharge these men, but rather that upon Mr. Cady's departure from Mr. Baldwin's office on April 12, 1920, on which date it is alleged the foreman was ordered to discharge the men, said Foreman Cady stated he would go over the matter with the employees again, but that he expected they would quit work, and that if they did he would quit with them, and claims that upon the termination of the service by Foreman Cady and the members of his gang on April 13, 1920, at noon, said foreman failed to make any report or to turn in the men's time as required in case of dismissal, although he did inform the supervisor who came to visit the gang in the usual course of his supervisory duty on the 13th that the men had all quit and that he had quit; and then, upon the supervisor's request, he turned in his book of rules, switch key, etc.

The carrier also contends that there is not the slightest obligation upon it to reimburse the workmen of the gang in question for time lost from the carrier's service from April 13 to May 25, 1920, and, further, that Foreman Cady certainly was not discharged but, on the other hand, quit the service of his own accord, and that there is therefore no obligation whatever upon it to grant his reinstatement.

*Decision.*—The Labor Board decides, upon the evidence submitted, that the men in question, including Foreman R. M. Cady, quit the service of the carrier on April 13 of their own accord, and therefore denies payment for time lost between April 13 and May 25, 1920.

In regard to request for reinstatement of Foreman R. M. Cady, the Board takes cognizance of statement embodied in the agreed statement of facts, that said Foreman Cady has not on his own part requested reinstatement or reemployment or signified to any official of the carrier that anyone else was authorized to do so in his behalf, and therefore decides, in view of this fact, that the carrier is justified in the position it has taken regarding his reinstatement.

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DECISION NO. 258.—DOCKET 423.

*Chicago, Ill., September 30, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Detroit & Mackinac Railway Co.

*Question.*—The dispute in this case is in regard to the dismissal of Alexander Skiba, formerly employed as section foreman at Alpena yard of the Detroit & Mackinac Railway.

*Statement.*—Evidence submitted indicates that Mr. Skiba was discharged on August 19, 1920, for alleged general unsatisfactory service and for leaving his section crew on August 14 during working hours, devoting himself to writing and forwarding notices to various section foremen, instructing them to change the rate of pay as shown in their time books.

*Decision.*—After analyzing the positions of the respective parties to this dispute, the Labor Board decides to sustain the discipline administered by the carrier and, therefore, denies the employee's request for reinstatement.

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DECISION NO. 259.—DOCKET 449.

*Chicago, Ill., September 30, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Illinois Terminal Railroad Co.

*Question.*—The issue presented in this case is whether the defendant carrier should meet in conference and negotiate or endeavor to negotiate an agreement as to rules and working conditions with the representative of the System Federation of Short Lines at St. Louis, East St. Louis, and Alton, affiliated with the Railway Employees' Department, American Federation of Labor.

*Statement.*—Evidence shows that D. Thompson of the above-named system or organization has been selected by a majority of the employees of the above-named carrier in the several classes known as machinists, boiler makers, blacksmiths, sheet-metal workers, carmen, and their helpers and apprentices, to represent each of said classes in such negotiations, his authority not having been questioned.

*Decision.*—The Board decides that the defendant carrier should select its representative or representatives to meet, confer, and ne-

gotiate with such representative of the employees, and that conference should be held as early as practicable and not later than 15 days after date of this decision.

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DECISION NO. 260.—DOCKET 137.

*Chicago, Ill., September 30, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad Co.

*Question.*—Shall the rate of water-service helpers be applied to Lee Ferner, section laborer, for work performed incident to laying water and sewer pipes at Hoxie, Ark.?

*Statement.*—This dispute was originally filed with the Labor Board on November 26, 1920. Oral hearing was conducted on January 31, 1921, at which time it developed that conferences had not been held in accordance with the requirements of the Transportation Act, 1920. The case was therefore remanded to the parties for further handling and was considered closed. On July 20, 1921, a joint submission was filed in connection with this matter, indicating that conference had been held, but that no agreement could be reached.

The Board has summarized the facts in the case as follows:

On or about March 19, 1920, a force of employees was engaged in installing new pipe lines in connection with new water-tank stand-pipe, cinder pit, and drains to sump at Hoxie. It is indicated that several section laborers, including Lee Ferner, the complainant, were assigned to certain duties in connection with this work, such as digging trenches for laying water pipe, sewer pipe, and drain pipe, assisting in the handling of material to the trenches and lowering of pipe into the trenches; also assisting in the raising of pipes so they could be adjusted to the joints in the trenches and backfilling after pipe was laid.

*Employees' position.*—The employees' position has been summarized as follows:

The employees contend that the work in question is that of water-service helper; that in the performance of the work in question the men were subjected to conditions not connected with the regular duties of section laborer, and that the complainant is therefore entitled to the helpers' rate of pay for the time so engaged; and protest against the using of section laborers to perform work in other departments at the same rate of pay as that paid to section laborers while doing regular track work.

*Carrier's position.*—The carrier's position is summarized as follows:

The carrier contends that the gang of section laborers, of which the complainant was one, was not working in the capacity of water-service helpers, nor were they considered employees of the water-service department, as work of this description is handled by regular section forces when available, and when not available outside laborers are employed. The carrier further contends that the work of the employees in question can not be termed work of a mechanic's helper.

*Decision.*—The Labor Board decides upon the evidence submitted that the carrier was within its rights in assigning Lee Ferner to assist in the performance of the work in question without changing the classification and rating.

This decision, however, should not be construed as lending its approval to the assignment of laborers at laborers' rate to perform work recognized as that of mechanics' helpers.

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DECISION NO. 261.—DOCKET 387.

*Chicago, Ill., October 1, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.**

*Question.*—The dispute submitted has reference to E. A. Mallick, formerly employed as foreman of bridge and building gang, who was relieved from that position October 18, 1920, account of alleged unsatisfactory service.

*Statement.*—Written submissions were filed by the respective parties to the dispute and oral hearing conducted in connection therewith.

The evidence submitted does not indicate that Mr. Mallick was discharged, but rather that he was relieved from the position of bridge and building gang foreman and extended an opportunity to report for duty in another capacity, which he failed to accept.

*Decision.*—The Labor Board decides upon the evidence submitted that the carrier was justified in the action taken, and therefore denies reinstatement of E. A. Mallick to the position of foreman of bridge and building gang.

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DECISION NO. 262.—DOCKET 504.

*Chicago, Ill., October 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region).**

*Question.*—Request for reinstatement of T. Elkenbrod, who was dismissed from service June 5, 1920.

*Decision.*—Request of employees is denied.

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DECISION NO. 263.—DOCKET 517.

*Chicago, Ill., October 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System.**

*Question.*—Request for reinstatement of Stella Smith, who was dismissed from the service September 15, 1920.

*Decision.*—Request of employees is denied.

## DECISION NO. 264.—DOCKET 530.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region).

*Question.*—Claim for pay for time lost by Frank C. Burgess covering period under suspension from April 13 to April 17, 1920.

*Decision.*—Claim denied.

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## DECISION NO. 265.—DOCKET 531.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region).

*Question.*—Claim for pay for time lost by Samuel Komenarsky from April 14 to April 17, 1920, while under suspension.

*Decision.*—Claim denied.

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## DECISION NO. 266.—DOCKET 532.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region).

*Question.*—Request for reinstatement of Morris Krinsky, yard clerk, who was dismissed from the service June 27, 1920.

*Decision.*—Request of employees is denied.

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## DECISION NO. 267.—DOCKET 217.

*Chicago, Ill., October 5, 1921.*

Order of Railroad Telegraphers v. Los Angeles & Salt Lake Railroad Co.

*Question.*—Claim for pay under overtime-and-call rule, in addition to compensation for regular assignment, for operator required to perform service outside of regular assigned hours.

*Statement.*—On July 18, 1920, the second-trick operator at Delta, Utah, assigned to duty from 4 p. m. to 12 midnight, became sick, and the first-trick operator, whose assignment was from 8 a. m. to 4 p. m., was assigned to duty from 8 a. m. to 8 p. m., and the third-trick operator from 8 p. m. to 8 a. m. This arrangement continued for three days, and the carrier, being unable to fill the position vacated by the second-trick operator, notified the first and third trick operators that commencing July 21 the assigned hours of the first-trick operator would be from 3 p. m. to midnight, and of the third-trick operator from midnight to 9 a. m. This arrangement continued until August 6, and during the period from July 21 to

August 6 the first-trick operator was paid eight hours at straight-time rate and one hour at the rate of time and one-half.

The employees claim that the change in the hours of the first-trick operator was of a temporary nature, due to an emergency, and that this is substantiated by the fact that the first-trick operator assumed the hours of his regular assignment as soon as another operator could be secured; and contend that under paragraph (d), Article III, of schedule dated March 1, 1920, the first-trick operator is entitled to pay for his regular assignment and for compensation under the overtime-and-call rule of the schedule for service performed outside of his regular assignment.

The carrier states that in order to take care of the train service at this station it was necessary to have telegraph service between 3 p. m. and 9 a. m. When it was found impossible to fill the position vacated by the second-trick operator, formal notification was given the telegraphers of newly assigned hours effective July 21. The carrier contends that this change was not made to absorb overtime, and that no evidence has been submitted to substantiate the employees' claim that the carrier has not the right to change hours of assignments.

Paragraph (d), Article III, of the schedule dated March 1, 1920, reads as follows:

Employees will not be required to suspend work during regular hours or to absorb overtime.

*Decision.*—The claim of the employees is denied.

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#### DECISION NO. 268.—DOCKET 345.

*Chicago, Ill., October 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Are employees engaged in the operation of multigraph machines in the commissary departments, Los Angeles and Oakland, Calif., entitled to an increase of 13 cents per hour under section 2, Article II, of Decision No. 2, or an increase of 10 cents per hour under section 5, Article II, of Decision No. 2?

*Statement.*—There are employed at the stations above-mentioned multigraph operators engaged in setting up dining-car menu specials on multigraph cylinders, from copies furnished by steward, and printing and distributing same. At the time this dispute arose one of the multigraph operators was performing other clerical work, but this has been discontinued. They were increased 10 cents per hour under section 5, Article II, of Decision No. 2.

The employees contend that these positions should have been increased 13 cents per hour under section 2, Article II, of Decision No. 2, as the work of compiling and multigraphing dining-car menus requires clerical ability; and that the increase specified in section 5, Article II, of Decision No. 2, should apply only to employees engaged in the manual operation of machines or appliances which do not require the clerical ability necessary to compile dining-car menus.

The carrier states that the work of these employees consists of sorting type slugs, placing them on the multigraph cylinder, and feeding the power-operated machines, and that they do not proof-read the copy or perform clerical work of any description; and contends that the work performed is analogous to "operating appliances or machines for perforating, addressing envelopes," etc., and the positions are therefore properly increased 10 cents per hour under section 5, Article II, of Decision No. 2.

*Decision.*—The Labor Board decides, on the basis of the evidence before it, including the proceedings of hearing conducted on May 26, 1921, that the employees involved in this dispute, engaged in the operation of multigraph machines in the commissary departments of the carrier in question at Los Angeles and Oakland, Calif., should be increased, according to their experience, in the amounts specified in sections 2 or 3, Article II, of Decision No. 2.

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DECISION NO. 269.—DOCKET 361.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).

*Question.*—Dispute in connection with bulletined position not awarded to senior applicant.

*Statement.*—The position involved in this dispute, and designated as "477 clerk" in the office of the superintendent, Dunsmuir, Calif., became vacant and was bulletined in June, 1920. Cora Leach was the senior applicant for same, but the position was awarded to M. P. Barnes.

The employees contend that Miss Leach had sufficient seniority, fitness, and ability to have qualified for the position, and should have been awarded same in accordance with rule 6 of the clerks' national agreement.

The carrier contends that Miss Leach did not have sufficient fitness and ability to have qualified for the position in question, and withstanding this fact, the position for which she applied required overtime working at certain periods of the month, and the laws of the State of California prohibit female employees from working in excess of 8 hours in any one day, or 48 hours in any one week, or 6 days in any one week.

Rule 6 of the clerks' national agreement, reads as follows:

Promotion basis.—Rule 6. Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I of this agreement.

NOTE.—The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy" where two or more employees have adequate "fitness and ability."

It appears from the evidence presented in this case that the position in question is closely related to other positions involved in the preparation of periodical statements and reports which require the working of some overtime on several days of the month. This overtime

is unavoidable. The hours of service of women and minors are governed by the following regulation promulgated by the Industrial Welfare Commission of the State of California pursuant to authority vested in it by law:

No person, firm, or corporation, shall employ or suffer or permit any woman or minor to work in any general or professional office more than eight (8) hours in any one day, or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week.

*Decision.*—The Labor Board decides on the basis of the evidence before it that the employee involved in this dispute did have sufficient ability to have qualified for the position in question, but in view of the regulations of the State Industrial Welfare Commission of the State of California, above quoted, the Board sustains the position of the carrier.

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DECISION NO. 270.—DOCKET 372.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Application for reinstatement of Mrs. W. V. Branch, clerk in the office of the American Railway Express Co., Winona, Miss.

*Decision.*—Basing its decision upon the evidence before it, including the proceedings of hearing conducted on September 12, 1921, the Labor Board decides that the request of the employees for reinstatement of Mrs. W. V. Branch is denied.

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DECISION NO. 271.—DOCKET 400.

*Chicago, Ill., October 5, 1921.*

American Train Dispatchers Association v. Wabash Railway Co.

*Question.*—Reinstatement of H. B. Grimm to position of assistant chief dispatcher, Montpelier, Ohio.

*Decision.*—Request of employees is denied.

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DECISION NO. 272.—DOCKET 492.

*Chicago, Ill., October 5, 1921.*

American Train Dispatchers Association v. Chicago & North Western Railway Co.

*Question.*—Claim for overtime for train dispatchers for time worked in excess of regular assignment.

*Statement.*—On September 10, 1920, Train Dispatcher J. A. Richards, assigned to duty 11 p. m. to 7 a. m., became suddenly ill, and Train Dispatcher H. L. Daily, assigned to duty from 3 p. m. to 11

p. m., was required to remain on duty until 3 a. m. to cover that portion of Dispatcher Richard's assignment from 11 p. m. to 3 a. m., and Dispatcher R. F. Koepp, who was regularly assigned to duty from 7 a. m. to 3 p. m., was required to report for duty at 3 a. m. to work that part of Dispatcher Richard's assignment from 3 a. m. to 7 a. m. and continue on his regular assignment until 3 p. m. Dispatchers Daily and Koepp were allowed one day at their regular rate for the service above indicated, and Dispatcher Richards was allowed compensation for one day off duty account sickness.

The employees state that heretofore eight hours constituted the actual day's work for the dispatchers in question, and that the principle of the eight-hour day was recognized by section (a), article 3 of General Order No. 27; and contend that Dispatchers Daily and Koepp are entitled to four hours' overtime each for the service performed in addition to their regular assignment.

*Decision.*—Claim of employees is denied.

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#### DECISION NO. 273.—DOCKET 497.

*Chicago, Ill., October 5, 1921.*

American Train Dispatchers Association v. Chicago & North Western Railway Co.

*Question.*—Claim for necessary actual expenses of train dispatcher required to leave established headquarters.

*Statement.*—On the Ashland Division of the carrier in question there are two train-dispatching offices, one located at Antigo, Wis., and one at Ashland, Wis. During certain seasons of the year when ore shipments are being handled it is necessary to increase the train-dispatching force at Ashland. On May 14, 1920, Train Dispatcher J. H. Collins, who was located at the Antigo office, was transferred to Ashland.

The employees contend that Train Dispatcher Collins was assigned to temporary service in violation of his seniority rights, and under the rules in effect governing working conditions for train dispatchers, he is entitled to reimbursement for actual necessary expenses incurred during the period he was required to perform service at Ashland.

The carrier states that the work of dispatching ore trains requires experienced dispatchers, and Train Dispatcher Collins, who was the junior qualified dispatcher on the Ashland Division at the time the ore season opened for the year 1920, was located at the Antigo office. He was, therefore, transferred to Ashland for the purpose of handling ore trains.

The carrier contends that it acted entirely within its rights in transferring Mr. Collins from Antigo to Ashland, and that its action was not in violation of the existing rules.

The rule in effect governing pay for necessary actual expenses incurred by train dispatchers required to leave their established headquarters is as follows:

When regular trick or regular relief dispatchers are required to leave their established headquarters, which will be designated by superior officer, to relieve dispatchers at other points, they will be paid necessary actual expenses while away.

The Labor Board construes this rule to require the reimbursement of employees for necessary actual expenses incurred when required to leave their established quarters to relieve dispatchers at other points.

*Decision.*—The evidence before the Labor Board in this case indicates that the dispatcher in question was not required to leave his established headquarters for the purpose of relieving a dispatcher at another point.

Claim of the employees is, therefore, denied.

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DECISION NO. 274.—DOCKET 499.

*Chicago, Ill., October 5, 1921.*

American Train Dispatchers Association v. Chicago, Milwaukee & St. Paul Railway Co.

*Question.*—Shall E. F. Crevier, train dispatcher, be reinstated with full seniority rights and paid for all time lost since date on which his services as train dispatcher terminated?

*Statement.*—The employee in question was removed from position of train dispatcher on account of issuance of alleged improper train order, and permitted to exercise his seniority rights in the telegraph and station service from date of his removal from the position of dispatcher. An application for a 90-day leave of absence was requested and granted. At the expiration thereof, application for further extension for a period of 90 days was made, and declined for the reason that the existing telegraphers' schedule provided that leave of absence could not be granted for more than 4 months in any 1-year period, except in cases of sickness or disability or to allow homestead entrymen to comply with homestead laws.

Applicant, however, was given an additional 30 days' leave of absence, and advised that failure to report for duty at the expiration thereof would result in his name being dropped from the seniority list. At the expiration of the 30-day extension the employee failed to return to or report for duty and was, therefore, considered out of the service.

*Decision.*—Request of the employees is denied.

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DECISION NO. 275.—DOCKET 500.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Los Angeles & Salt Lake Railroad Co.

*Question.*—Request for reinstatement with pay for time lost from date of dismissal of E. E. McElderry, clerk, interline freight bureau.

*Statement.*—The employee in question was relieved from the service on July 22, 1920, for alleged unsatisfactory service and incom-

petency. A date was set for hearing and investigation, as required by rule 32 of the clerks' national agreement, and employee failed to appear at the investigation. Rule 32 of the clerks' national agreement, reads as follows:

An employee who has been in service more than sixty (60) days, or whose application has been formally approved shall not be disciplined or dismissed without investigation, at which investigation he may be represented by an employee of his choice. He may, however, be held out of service pending such investigation. The investigation shall be held within seven (7) days of the date when charged with the offense or held from service. A decision will be rendered within seven (7) days after the completion of investigation.

The employees do not deny that Mr. McElderry was given an opportunity for investigation and hearing as required by the rule above quoted, or that he, of his own volition, failed to appear at the investigation.

*Decision.*—Request of employees is denied.

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DECISION NO. 276.—DOCKET 503.

*Chicago, Ill., October 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Claim for pay under the call rule in addition to compensation for the period of regular assignment.

*Statement.*—The employee involved in this dispute is engaged in station service at Ennis, Tex. On several days in the month of May, 1920, after working eight hours on the assigned position, he covered a messenger run from Ennis, Tex., to Fort Worth, Tex.

The employees contend that the employee should receive continuous time in accordance with rule 55 of the national agreement.

The carrier contends that the employee in question was paid for the extra service performed by him in train service in strict accordance with the rules of the national agreement, and that this service was an entirely separate and distinct employment not related to or continuous with his duties in station service.

It appears from the evidence before the Labor Board in this case that it is customary for station employees to fill temporary vacancies in messenger service where it will enable such employees to earn additional compensation and such train service can be performed without interference with their regular station assignment.

It also appears that the employee in question was paid for his agency service at the proper rate of pay for such time as he worked in agency service, and was paid additional compensation for the extra service performed in train service in strict accordance with the rules of the national agreement.

*Decision.*—Claim of employees is denied.

## DECISION NO. 277.—DOCKET 508.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Railway System.

*Question.*—Application of section 1, Article II of Decision No. 2, to position of "head clerk," freight claim agent's office, overcharge department.

*Statement.*—The position in dispute was designated prior to March 1, 1920, as "senior clerk" and rated at \$150 per month. On March 1 it was designated as "head clerk" and the salary increased to \$175.

The employees contend that the increase of 13 cents an hour, granted to clerical supervisory forces under section 1, Article II of Decision No. 2, should be added to the rate of \$175 per month, which rate includes an increase of \$25 granted to the employee on the position in question after the termination of Federal control.

The carrier states that the rate of pay established under the authority of the United States Railroad Administration was \$150 per month, and that the increase of 13 cents per hour authorized by section 1, Article II of Decision No. 2, was added to this rate.

*Decision.*—Interpretation No. 2 to Decision No. 2 clearly outlines the intent of Decision No. 2 in applying increases to rates established subsequent to March 1, 1920, and should govern in this dispute.

## DECISION NO. 278.—DOCKET 513.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railroad.

*Question.*—Dispute in regard to the proper compensation for clerk temporarily assigned to a higher-rated position.

*Statement.*—A clerk in the office of the general foreman at West Roanoke, Va., assigned to work from 4 p. m. until 12 midnight at the rate of \$3.73 per day, was required to work from midnight until 8 a. m. on a position paid at the rate of \$4.31 per day. The employee was paid at the rate of time and one-half, or \$5.59, for service performed from midnight to 8 a. m. on the higher-rated position.

Employees contend that the payment of overtime on the basis of the rate of the regular position of the employee in question is improper, and that he is entitled to compensation equivalent to the overtime rate of the position which he filled from 12 midnight to 8 a. m., or \$6.34.

The carrier states that the employee in question was not in reality in continuous service on his own position, but was temporarily assigned to the higher-rated position; and contends that in paying him at the rate of time and one-half, based upon the straight-time rate of his own position, he actually received more than a strict application of rule 72 of the clerks' national agreement provides.

Rule 72 of the clerks' national agreement reads as follows:

Employees temporarily or permanently assigned to higher-rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower-rated positions shall not have their rates reduced.

A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher-rated employee, due to a temporary increase in the volume of work, does not constitute a temporary assignment.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 279.—DOCKET 514.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railroad.

*Question.*—Claim for compensation at overtime rate for performing work in excess of 8 hours within a 24-hour period.

*Statement.*—On June 25, 1920, the employee in question, who is an extra clerk, relieved a regular clerk who was assigned to duty from 8 a. m. to 5 p. m., and was subsequently used to relieve a regular clerk on a third shift from 12 midnight to 8 a. m., thereby working two 8-hour shifts within a 24-hour period.

The employees state that when the employee involved in this dispute completed his 8-hour relief service on the first trick, extending from 8 a. m. to 5 p. m. (1 hour for meals), he had performed 8 hours' work within the meaning and intent of rule 48 of the clerks' national agreement, and that for any additional service performed within the same 24-hour period he should be paid at the rate of time and one-half in accordance with rule 57 of said agreement.

The carrier states that the employee involved in this dispute was an extra clerk not assigned to any particular office or subdepartment, nor to any particular shift, but was used temporarily to fill vacancies of regular clerks who laid off account vacations, sickness, or personal reasons, and in all cases the extra clerk was paid the rate applicable to the position he was filling. The carrier contends that rule 57 of the clerks' national agreement was never intended to provide for the payment of overtime rates to extra men under the circumstances which obtained in this case.

*Decision.*—The claim of the employees is denied.

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DECISION NO. 280.—DOCKET 516.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf, Colorado & Santa Fe Railway Co.

*Question.*—Claim of clerical employees at Gainesville, Tex., for additional compensation for work performed on Saturday afternoons during the summer months of the year 1920.

*Statement.*—The clerical employees in the freight office at Gainesville, Tex., were required to work Saturday afternoons during the period May 1 to August 31, 1920. The employees state that during

the years 1916, 1917, and 1918 it was the practice to grant employees in the local freight office at Gainesville, Tex., time off on Saturday afternoons without deduction in pay; and contend that under the provisions of the last paragraph of rule 57 of the clerks' national agreement the established practice should not have been rescinded and that employees are entitled to pay at pro rata rates for the time worked after 1 p. m. on Saturdays in addition to minimum day of eight hours.

The carrier states that in the summer of the years 1916, 1917, and 1918 a petition was circulated among the merchants and shippers at Gainesville, Tex., requesting that they close their establishments after 1 p. m. on Saturdays. In view of the fact that all of the leading merchants and the Missouri, Kansas & Texas Railway signed the petition, the Gulf, Colorado & Santa Fe Railway Co. likewise agreed to close the local freight office at 1 p. m. on Saturdays. When the petition was circulated in the year 1919, many of the merchants declined to close their establishments on account of business conditions, and the Gulf, Colorado & Santa Fe Railway Co. consequently kept its freight station open the entire day on Saturdays. When the question was taken up in the summer of 1920, the Missouri, Kansas & Texas Railway declined to join in the movement and the Gulf, Colorado & Santa Fe Railway Co. likewise declined.

The carrier contends that it was not the established practice to close the local freight office at Gainesville, Tex., on Saturday afternoons prior to the time that the clerks' national agreement became effective, that the question was taken up each year as above described, and that no assurance was given that the same practice would be maintained the following year.

The carrier further contends that it had never been the practice to pay such employees additional compensation when required to work on Saturday afternoons, and that these employees were compensated in strict accordance with the provisions of the clerks' national agreement.

The last paragraph of rule 57 of the clerks' national agreement reads as follows:

It is understood that where in a given office it has been the practice to let employees off for a part of the 8-hour day on certain days of the week such practice shall not be rescinded and shall not be departed from except in cases of emergency.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 281.—DOCKET 529.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Is the abolition of positions of second messengers and the creation of positions of helpers on express runs operating over the Southern Pacific Railroad between Ogden, Utah, and San Francisco, Calif., in violation of rule 91 of the national agreement effective February 15, 1920?

*Statement.*—Prior to May, 1920, there were assigned to trains handling express between the two points named above employees classified as second messengers and paid at the rate of \$125 per month for all service performed. These so-called second messengers assisted messengers on eastbound trains and usually returned in charge of express cars on westbound trains. In May, 1920, the positions of second messengers were abolished and positions of helpers created at the rate of \$105 per month.

The employees contend that the duties and responsibilities of so-called helpers are identical with those of so-called second messengers, and that the change in title was made for the purpose of reducing the rate of pay of the positions, and that such change is in violation of rule 91 of the national agreement.

The carrier states that prior to May, 1920, the so-called second messengers were paid a monthly rate to cover all service performed on east and west bound trains; that in May, 1920, changes were made in train service which eliminated the necessity of these employees returning as messengers on the westbound trains; and that they were thereupon classed as helpers and paid the rate established for such positions in contiguous territory.

It appears that prior to the time the change above described was made it was frequently necessary to handle some westbound express cars on passenger trains which were not regularly required to handle same, and that the second messengers on the eastbound trains returned as messengers on such cars. The carrier installed a heavier type of locomotive, which enabled the regular express trains to handle all express cars for movement westbound, and it was thereafter unnecessary to handle such cars on other than the regular trains. The so-called second messengers, therefore, returned on the regular westbound express trains as helpers, and the carrier abolished the positions of second messengers and established positions of helpers at the rate paid similar positions in the same territory.

Rule 91 of the national agreement, effective February 15, 1920, reads as follows:

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

*Decision.*—Claim of the employees is denied.

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#### DECISION NO. 282.—DOCKET 542.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Request for reinstatement of James E. Diverty, who was dismissed from the service August 16, 1920, account of absenting himself without permission.

*Decision.*—Request of employees is denied.

## DECISION NO. 283.—DOCKET 546.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Request for reinstatement of A. L. Johnson, who entered the service May 1, 1920, and was dismissed May 17, 1920.

*Decision.*—Request for reinstatement is denied.

## DECISION NO. 284.—DOCKET 551.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway Co.

*Question.*—Is the position of telephone switchboard operator at the freight station, Roanoke, Va., a clerical position as defined in rule 4 of the clerks' national agreement, and should the occupant thereof be included in the clerical seniority roster?

*Statement.*—On April 1, 1918, the employee involved in this dispute was employed as a telephone switchboard operator, and continued in that capacity until February 9, 1921, when her services were dispensed with due to the closing of the private branch exchange. She thereupon claimed displacement rights over junior clerical employees at the Roanoke freight station, which were denied upon the ground that she held no clerical seniority rights.

The employees state that the telephone switchboard operator in question was required to keep a record of telephone calls made for the period April 11 to April 19, 1918, inclusive, and also for the period January 15 to January 21, 1921, inclusive, and that this work was of a clerical nature as defined in rule 4 of the clerks' national agreement. The employees claim that the telephone switchboard operator in question was therefore a clerk and entitled to seniority rights as a clerk from the date she entered the service as a telephone switchboard operator.

The carrier states that the only clerical work performed by the telephone switchboard operator during the period of her employment was to keep a tally of the number of calls made during the period April 11 to April 19, 1918, inclusive, and January 15 to January 21, 1921, inclusive, and that this is a record which any telephone switchboard operator is expected to make when required. It is further stated by the carrier that the position in question was never recognized as a clerical position, and that its classification as telephone switchboard operator was never questioned in connection with the application of the various orders of the United States Railroad Administration, the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, or Decision No. 2 of the United States Railroad Labor Board until after the position was abolished. The carrier contends that the position was properly classified as that of telephone switch-

board operator, and that the incumbent thereof has no rights on the clerical seniority roster.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 285.—DOCKET 552.

*Chicago, Ill., October 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway Co.

*Question.*—Bulletining of position of voucher clerk in the office of the general passenger agent.

*Statement.*—On September 29, 1920, a vacancy in a position in the rate and division branch of the general passenger agent's department at the rate of \$7.41 per day was bulletined. Kenneth Ramsey, who was filling the position of voucher clerk in the same department at the rate of \$7.45 per day, applied for and was awarded the position. His name was posted as that of the successful applicant, and his position of voucher clerk was thereupon bulletined and subsequently awarded to Mr. Atkinson, clerk, who had been previously assigned to the position of assistant ticket clerk at the rate of \$5.64 per day. On October 15 Clerk Ramsey filed application for the position of assistant ticket clerk at the rate of \$5.64 per day.

The employees state that while Clerk Ramsey was the successful applicant for the position in the rate and division branch of the general passenger agent's department at the rate of \$7.41 per day, and his name was posted as required by rule 12 of the clerks' national agreement, he was never actually assigned to the position, and his position of voucher clerk should never have been bulletined.

The carrier states that Clerk Ramsey was the successful applicant for the position in the rate and division branch of the general passenger agent's department, and his name was posted as required by rule 12 of the clerks' national agreement; that in accordance with the rule in question, the position of voucher clerk was bulletined and the vacancy assigned to the senior qualified employee; and that the position of the latter applicant was also bulletined as required by the rule.

On October 15 Clerk Ramsey, who had failed to take the position in the rate and division branch of the office for which he had applied, applied for and was assigned to the position of assistant ticket clerk at the rate of \$5.64 per day.

Rules 11 and 12 of the clerks' national agreement read as follows:

Rule 11. When an employee bids for and is awarded a permanent position, his former position will be declared vacant and bulletined.

Rule 12. New positions or vacancies will be promptly bulletined in agreed-upon places, accessible to all employees affected, for a period of five (5) days in the districts where they occur; bulletin to show location, title, hours of service, and rate of pay. Employees desiring such positions will file their applications with the designated official within that time, and an assignment will be made within five (5) days thereafter; the name of the successful applicant will, immediately thereafter, be posted for a period of five (5) days where the position was bulletined.

The evidence before the Labor Board in this case indicates that the provisions of the rules above were strictly adhered to by the carrier in connection with the bulletining of the positions involved in this dispute.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 286.—DOCKET 554.

*Chicago, Ill., October 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Richmond, Fredericksburg & Potomac Railroad Co.**

*Question.*—Are employees engaged in handling baggage, mail, and express, cleaning stations and station grounds, attending fires and lights, and performing other necessary duties in and around stations entitled to an increase of 12 cents per hour under section 7, article 2, of Decision No. 2?

*Statement.*—The employees involved in this dispute are required to handle baggage, mail, and express, clean up stations and station grounds, attend fires and lights, and perform other necessary duties in and around stations, as well as handle freight.

The employees contend that the men performing the work above described are entitled to an increase of 12 cents per hour under section 7, article 2, of Decision No. 2.

The carrier states that these employees perform all of the work required around a station, and that the handling of freight involves less than one-half of the total time of the employees. The carrier contends that they are performing service generally recognized as that of station attendants and are not performing work similar to the classes specified in section 7, article 2, of Decision No. 2.

*Decision.*—The Labor Board decides that the employees in question are not station or platform freight handlers or truckers, or others similarly engaged, and therefore are not entitled to an increase of 12 cents per hour under section 7, article 2, of Decision No. 2, issued by this Board.

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DECISION NO. 287.—DOCKET 635.

*Chicago, Ill., October 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Request for increase in rates of pay of express messengers assigned to service on trains of the Hocking Valley Railway Co. to equalize with rates of messengers on trains of the Toledo & Ohio Central Railway Co. between Columbus, Ohio, and Toledo, Ohio.

*Statement.*—The express messengers on the trains of the Hocking Valley Railway Co. between the points above mentioned are paid at the rate of \$100 per month; the messengers on the trains operated by the Toledo & Ohio Central Railway Co. between the same points are paid at the rate of \$112.50 per month.

The employees contend that the work performed and the hazards and responsibilities of messengers on trains of both railroads named above between Columbus and Toledo are identical, and that the disparity in rates of pay constitutes an inequality which should be adjusted by increasing the rate of the messengers on trains of the Hocking Valley Railway Co. to \$112.50 per month.

The carrier states that it has complied with all the orders, agreements, rules, and decisions relating to wages of the employees involved in this dispute; and that differentials in rates of pay of various employees in express company service have always existed; and contends that in this instance the differential is fully justified by the difference in the conditions of employment and hours of service.

*Decision.*—Request of the employees is denied.

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**DECISION NO. 288.—DOCKET 648.**

*Chicago, Ill., October 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway Co.**

*Question.*—Request that position of ticket clerk at Salem, Va., be restored, and that employee previously holding same be reimbursed for difference between the rate of said position and the position he has since held in the service.

*Statement.*—On February 9, 1921, the position of ticket clerk at the station in question was abolished and the duties thereof assigned to the agent in charge of the station. The employee filling the position of ticket clerk was permitted to exercise his seniority, and he displaced the cashier at the same station.

The employees contend that inasmuch as the duties of the position are still existent and are being performed by the agent, the position has not, in fact, been abolished, and they request the reinstatement of the ticket clerk to his former position and reimbursement of the difference in compensation between the position of ticket clerk and the position he has held in the service since February 9, 1921.

The carrier states that the decrease in business handled necessitated the curtailment of the force, and it was decided to abolish the position of ticket clerk; and contends that this action was necessary in the interest of economy, and that the reduction in force was made in strict accordance with the rules of the clerks' national agreement.

*Decision.*—Claim of the employees is denied.

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**DECISION NO. 289.—DOCKET 373.**

*Chicago, Ill., October 6, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.**

*Question.*—Determination of seniority rights of employees accepting supervisory positions.

*Statement.*—On September 1, 1915, P. C. Zappe entered the service of the carrier above named in the track department; some time prior

to August 1, 1919 (date not stated), Mr. Zappe was made section foreman and placed in charge of section 72, working out of Flatonia, Tex. On August 1, 1919, Mr. Zappe was promoted to the position of roadmaster, and section 72 was bulletined and bid in by J. B. Boehm. Mr. Zappe was continued as roadmaster up to October 1, 1920, when he was demoted and assigned as foreman in charge of section 72, the position he formerly occupied, displacing Mr. Boehm.

*Employees' position.*—It is contended that in accepting promotion to the position as roadmaster Mr. Zappe forfeited his rights as section foreman after 30 days, as per section (e), Article III, of the national agreement, which provides as follows:

Employees accepting promotion and failing to qualify within thirty (30) days may return to their former positions.

It is further contended that Mr. Zappe in reentering the work as a foreman should be considered as a new man and entitled to such position as may be open.

In connection with the carrier's claim that Mr. Zappe was only temporarily appointed as roadmaster the employees contend that there must be a limit to temporary appointments, and refer to section (e), above quoted, as a reasonable provision. The employees also submit a document, entitled "Exhibit A," reading:

#### EXHIBIT A.

GALVESTON, HARRISBURG & SAN ANTONIO RAILWAY COMPANY,  
HOUSTON DIVISION,  
OFFICE OF SUPERINTENDENT,  
San Antonio, July 6, 1920.

CIRCULAR NO. 240.

#### *All concerned:*

Effective July 1, roadmaster's district between San Antonio and Del Rio, including the Eagle Pass branch, will be divided and designated as follows:

Gulf Junction to Uvalde, inclusive. "Uvalde District." L. B. Mills, roadmaster, headquarters San Antonio.

Uvalde to Del Rio and Eagle Pass branch, "Del Rio District." P. C. Zappe, roadmaster, headquarters Del Rio.

W. A. Enderly is appointed roadmaster of the San Antonio Division, Glidden to San Antonio, with headquarters at San Antonio, vice P. C. Zappe, transferred.

R. W. MEEK,  
*Asst. Supt.*

The employees further contend that this exhibit removes any doubt as to the character of Mr. Zappe's appointment as roadmaster.

*Carrier's position.*—It is the position of the carrier that the understanding had with Mr. Zappe was that the assignment as roadmaster was temporary and that when released from the temporary assignment he would be permitted to return to his regular position as foreman of section 72 at Flatonia. The management contends that section (f), Article II, of the national agreement specifically covers the transfer in question.

Section (f), Article II, of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers' national agreement reads as follows:

Employees assigned to temporary service may, when released, return to the position from which taken, without loss of seniority.

It is further contended that the established practice on the railroad is in accordance with the provisions of section (f), Article II, above quoted, and it is held that there is no basis for the claim that Mr. Zappe forfeited his seniority date as a section foreman by accepting a temporary promotion when called upon by his employers to do so. The carrier considers section (e), Article III, of the national agreement, referred to by the employees, as providing for the restriction of seniority, but that it does not provide for taking away any seniority that was held under the rules and practices previously in effect.

*Decision.*—On the evidence submitted the Labor Board decides:

(a) That the appointment of Mr. Zappe to the position of roadmaster did not constitute a temporary appointment.

(b) That the continuity of Mr. Zappe's service with the carrier was not disturbed by said appointment.

(c) That Mr. Zappe, as a result of being demoted, is entitled to a position as section foreman by displacing the junior (in point of service) section foreman as provided in section (e), Article II, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

(d) That J. B. Boehm is entitled to retain the position formerly held by P. C. Zappe provided he is not the junior section foreman on the seniority district, as provided in section (e), Article II, of the above-mentioned agreement.

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DECISION NO. 290.—DOCKET 353-290-A.

*Chicago, Ill., November 1, 1921.*

New Orleans Great Northern Railroad Co. v. Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Railroad Trainmen; Order of Railway Conductors; Order of Railroad Telegraphers; Railway Employees' Department, A. F. of L.; Brotherhood Railway Carmen of America; International Association of Machinists; International Alliance of Amalgamated Sheet Metal Workers; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Electrical Workers.

*Question.*—This dispute relates to the position of the New Orleans Great Northern Railroad Co. requesting authority to revise the rules, working conditions, and rates of pay for its train and engine service employees, maintenance of equipment employees, station agents, assistant station agents, and telegraph operators.

*Statement.*—The New Orleans Great Northern Railroad Co. was not a party to Decision No. 147 issued by the United States Railroad Labor Board in which decreases in rates of pay were authorized for certain specified carriers.

Upon request, this carrier was granted a hearing before the Labor Board September 15, 1921, at which it presented data and argument with reference to wage decreases and revision of rules and working conditions. In the decision to follow, wage decreases alone will be considered, since the organizations representing train and engine service and station telegraph service announced that they were un-

prepared to proceed with the revision of rules and working conditions, which latter question will be reserved for a further hearing.

The carrier testified to an operating deficit of \$500,000 for the year 1920, a further operating deficit of \$95,000 for the first half of 1921, together with deferred maintenance of \$400,000 accumulated since the ending of Federal control.

The carrier's presentation showed in detail the effect of the various wage increases upon this situation since December, 1917, and also a comparison of existing rates of wages with lower rates paid similar positions in outside industries.

All classes of employees concerned in this dispute, except maintenance of equipment forces, have declined to accept either the reductions named in Decision No. 147 or the rates proposed by the carrier; the rates submitted by the carrier are, generally speaking, the rates in effect immediately prior to Federal control.

The maintenance of equipment forces on the petitioner's line agreed to accept the reductions authorized by Decision No. 147 upon their acceptance by similar forces on contiguous lines named in said decision; therefore, provisionally, the maintenance of equipment forces on the petitioner's line have accepted the reductions authorized by Decision No. 147.

The exhibits filed by the carrier show that generally speaking the carrier is without through traffic, and its local traffic is at a low ebb, due to commercial inactivity in the territory it serves; that the train service provided is only that necessary to meet actual needs and the requirements of the various State public service commissions exercising jurisdiction; that the property is being economically administered as far as may possibly be done under existing conditions; and that the cost of substantial necessities, i. e., groceries, meats, dry goods, and wearing apparel, March, 1921, as compared with July, 1920, shows an average decrease of 35 per cent. It is a matter of common knowledge that in the territory served by this carrier the question of rent does not bear the same excessive relation to the living budget as is evidenced in large centers, and it is worthy of note that none of the employees here involved are required to live in large centers.

Notwithstanding that there were present at the hearing of this application local representatives of some of the organizations involved, who might reasonably have been expected to be thoroughly familiar with the existing local questions presented, no submission was made by them taking issue with the statements made by the carrier's representative.

The Labor Board is sympathetic with the principle that "the ability of the carrier to pay" is not controlling factor in fixing wages, but recognizes that it is entitled to secondary consideration with a certain type of carrier dependent almost entirely on local business, or whose principal function in the final analysis is the development and upbuilding of a new or comparatively new country.

*Decision.*—The Labor Board has given careful consideration to the seven points laid down in the Transportation Act, 1920, namely:

(1) The scale of wages paid for similar kinds of work in other industries;

(2) The relation between wages and the cost of living;

(3) The hazards of the employment;  
 (4) The training and skill required;  
 (5) The degree of responsibility;  
 (6) The character and regularity of the employment; and  
 (7) Inequalities of increases in wages or of treatment, the result of previous wage orders or adjustments—  
 and in addition thereto, to all other relevant circumstances, as well as to the written and oral evidence presented in this case, and to the peculiar conditions surrounding the operation of this railroad; and decides thereon that effective November 1, 1921, the following rates are authorized on the New Orleans Great Northern Railroad.

## 1. AGENTS—TELEGRAPHERS.

	Rate per month.		Rate per month.
North Slidell, agent	\$125	Rockport, agent	\$115
Assistant agent	115	Georgetown, agent	115
Talisheek, agent	115	Hopewell, agent	115
Bush, agent	115	Gatesville, agent	115
Sun, agent	115	Lacombe, agent	115
Rio, agent	125	Mandeville, agent	130
Assistant agent	115	Assistant agent	115
Vernado, agent	115	Abita Springs, agent	125
Angie, agent	115	Assistant agent	115
Sandyhook, agent	115	Covington, assistant agent	115
Operator	115	Operator	115
Foxworth, agent	140	Do	115
Operator	115	Folsom, agent	115
Do	115	Zona, agent	115
Do	115	Franklinton, assistant agent	115
Morgantown, agent	115	Clifton, agent	115
Tilton, agent	115	Warnerton, agent	125
Monticello, assistant agent	115	Tylertown, assistant agent	115
Whitebluff, agent	115	Columbia, assistant agent	115
Oma, agent	115		

## 2. TRAIN AND ENGINE SERVICE EMPLOYEES.

The rates in effect 12.01 a. m. March 1, 1920, shall be reestablished.

## 3. SHOP CRAFTS AND ROUNDHOUSE LABOR.

Special consideration has been given to the rates paid for similar service in other industries in the centers where the carrier's men are employed, and the following rates are authorized, which, though substantially higher than paid in outside industries, are felt under all surrounding conditions to be fair, just, and reasonable:

	Rates per month all services rendered.		Rate per hour (cents).
Mechanical department em- ployees:		Mechanical department em- ployees—Continued.	
Roundhouse foreman	\$250	Blacksmith helper	42
Night watchman	90	Hammermith	60
	Rate per hour (cents).	Heavy fire blacksmith helper	45
Machinist	60	Pipefitter	60
Machinist helper	42	Pipefitter helper	42
Boilermaker foreman	65	Tinner	60
Boilermaker	60	Engine inspector	60
Boilermaker helper	42	Welders	65
Boilerwasher	30	Carpenter	60
Blacksmith foreman	65	Painter foreman	65
Blacksmith	60	Painter	60
		Electrician	60

	Rate per hour (cents).		Rate per hour (cents).
Mechanical department employees—Continued.	em-	Mechanical department employees—Continued.	em-
Car inspector-----	50	Machinist apprentices—Con.	
Car repairer-----	50	Fifth 6 months-----	36
Car repairer helper-----	35	Sixth 6 months-----	38½
Foreman car department---	65	Seventh 6 months-----	41
Airbrakeman-----	60	Eighth 6 months-----	43½
Foreman coach carpenter---	65	Boilermaker apprentices—	
Millman-----	55	First 6 months-----	26
Engine wiper-----	20	Second 6 months-----	28½
Cinder-pit laborer-----	25	Third 6 months-----	31
Machinist apprentices—		Fourth 6 months-----	33½
First 6 months-----	26	Fifth 6 months-----	36
Second 6 months-----	28½	Sixth 6 months-----	38½
Third 6 months-----	31	Seventh 6 months-----	41
Fourth 6 months-----	33½	Eighth 6 months-----	43½

It is not intended in this decision to include or fix rates for any officials of the carrier affected except that class designated in the Transportation Act, 1920, as "subordinate officials."

### STATEMENT.

I am not in accord with the majority decision and can not concur in the dissenting opinion, as it contains many misleading and greatly exaggerated statements.

W. L. McMENIMEN.

### DISSENTING OPINION.

For reasons hereinafter set out the undersigned dissents from the decision rendered by a majority of the Labor Board in Docket 353-290-A. The dissent is with particular reference to the manifestly unjust and unreasonable treatment accorded shop employees in this decision, and the indefensibly low rate established for laborers.

The New Orleans Great Northern Railroad Co. is a Class I carrier; it operated under Federal control; it was a party to the proceedings precedent to the issuance of this Board's Decision No. 2 and was named therein; and it was represented by and through the committee authorized to speak for the Association of Railway Executives.

After several months of careful consideration and investigation of railroad wages, and with particular reference to the Federated Shop Crafts, Walker D. Hines, Director General of Railroads, submitted to the President of the United States, under date of August 23, 1919, his decision. In that decision, with full knowledge of all pertinent facts before him, the director general said:

I believe the railroad shop employees were fairly entitled, as a whole, to the increases in wages provided and are also fairly entitled to the additional increase next below mentioned.

The increase referred to was made effective May 1, 1919, and was made wholly on the promise that shop crafts had not been given consideration equal to that of other railroad employees. The rates thus established constituted the basic rates upon which the United States Railroad Labor Board based its Decision No. 2, effective May 1, 1920. In that decision the Board said:

The cost of living and wages paid for similar kinds of work in other industries, however, differ as between different parts of the country. Yet standardization of pay for railroad employees has proceeded so far and possesses such ad-

vantages that it was deemed inexpedient and impracticable to establish new variations based on these varying conditions. \* \* \*

By so doing such differences in present rates as are the result of local differences are preserved together with (in general) the differential between the different classes of employees which have come about in the railroad service and which may be considered *prima facie* to be based on good reason. It is believed that this method accomplishes that approximation to justice which is practicable in human affairs.

The Board has endeavored to fix such wages as will provide a decent living and secure for the children of the wage earners opportunity for education, and yet to remember that no class of Americans should receive preferred treatment and that the great mass of the people must ultimately pay a great part of the increased cost of operation entailed by the increase in wages determined herein. \* \* \*

The Board decides, upon the present dispute and submission, that the rates of increase set out below, added and applied to the rates established for the positions specified by or under the authority of the United States Railroad Administration, constitute, for the said positions on carriers named herein, a just and reasonable wage.

The Board also decides that the rates set out below constitute, for the positions specified on carriers named herein, a just and reasonable wage.

This carrier was not a party to the dispute resulting in the issuance of Decision No. 147. The carrier states that, excepting the maintenance of equipment forces, the employees declined to accept any reduction in the scale of wages established by Decision No. 2. A statement filed with the Board by the representative of the shop crafts cites that in a conference held between the carrier and the Federated Shop Crafts after the issuance of Decision No. 147 these employees had declined to sign an agreement or in any other manner indicate their acceptance of the reduction established by Decision No. 147. If the statement of the employees is correct, then this carrier ignored the provisions of the Transportation Act in that it put into effect the reductions in rates of pay established by Decision No. 147.

It is to be noted that the majority decision states that "the inability of the carrier to pay is not a controlling factor in fixing wages, but recognizes that it is most persuasive," etc. (After this dissenting opinion was filed the majority decided to strike out the words "most persuasive," referred to above, inserting in lieu thereof the words "entitled to secondary consideration." In the opinion of the undersigned, the change in language represents no change in the principle involved, neither did it affect the decision as promulgated by the majority.)

In denying the petition of the Association of Railway Executives made before this Board January 31, 1921, in which "inability to pay" was the basis of the request for an immediate reduction in wages of common labor, the Board, on February 9, 1921, said:

The duty is imposed upon this Board by the Transportation Act of determining just and reasonable wages and working conditions for employees of carriers. All questions involving the expense of operation or necessities of railroads and the amount of money necessary to secure the successful operation thereof are under the jurisdiction, not of this Board, but of the Interstate Commerce Commission.

Numerous opinions of courts and boards of arbitration specifically excluding "financial ability" of the carrier from consideration as a "relevant circumstance" in wage fixing are filed with this Board.

These opinions affirm the ruling in *Ames v. Union Pacific Railway Co.* (62 Fed. 7), which may be summed up in the following language:

The wages of the men must not be reduced below a reasonable and just compensation for their services. They must be paid fair wages, though no dividends are paid on the stock and no interest paid on bonds.

Exclusive of the alleged "inability to pay" and the cost of living data, the carrier laid great emphasis upon and made comparisons with the rates of pay established by the Great Southern Lumber Co., Bolgalusa, La., and the Cannulette Shipbuilding Co. (Inc.), Slidell, La. These two companies being the only outside industries submitted must constitute the sole basis for statement made in the majority decision as to special consideration being given the shop crafts.

The carrier states that "the same people who own the Great Southern Lumber Co. own the railroad." The rates paid employees in the service of the lumber company are not rates established by organized employees in negotiations with the employer.

In the case of rates paid by the shipbuilding company, the carrier and said company entered into a contract, reading in part:

The railroad company agrees to pay for work done on its cars, actual cost plus 10 per cent on all material and supplies furnished by the shipbuilding company, and cost of labor performed by the employees of the shipbuilding company, plus 10 per cent.

The shipbuilding company agrees to pay the prevailing rates for labor employed on this work, but in no event shall the hourly rate of pay, with the exception of the foreman, exceed 20 cents per hour for common labor, 40 cents per hour for car repairers, and 55 cents per hour for blacksmiths.

The Transportation Act states that—

In determining the justness and reasonableness of such wages and salaries or working conditions the Board shall, so far as applicable, take into consideration among other relevant circumstances:

(1) The scales of wages paid for similar kinds of work in other industries.

No unbiased mind would consider or use the wages and working conditions of unorganized workers as the basis of fixing wages and working conditions of organized workers, who by organized effort established the right of collective bargaining and who by years of constant effort and the expenditure of substantial portions of their earnings reached a level approximating decent wages and working conditions.

The cost of living data submitted by the carrier is very similar to the mass of data filed with the Board preceding its wage reduction Decision No. 147 and under no circumstance is it entitled to greater consideration.

The most authentic and uniformly accepted authority on living costs, i. e., the Bureau of Labor Statistics, United States Department of Labor, states that the living costs have decreased 18.1 per cent for the period June, 1920, to September, 1921, and but 1.7 per cent from May, 1921, to September, 1921.

It is worthy of note that there has been but 1.7 per cent reduction in the cost of living from May to September, 1921, the period during which the Board had under consideration the general request for wage reductions, and its findings are set out in Decision No. 147.

This carrier operates in a territory paralleling the Illinois Central, Southern Railway, and Gulf & Ship Island railroads, all of which were included in Decisions Nos. 2 and 147.

The minimum wage rates established by this Board for the shop crafts in its Decision No. 2, and which were then declared to be just and reasonable for these employees in the service of this carrier, and the rates which it now proposes to establish are herewith shown on the daily basis, together with the total reduction, per day of eight hours.

	Decision No. 2.	This decision.	Reduction per day.		Decision No. 2.	This decision.	Reduction per day.
Machinists.....	\$6.80	\$4.80	\$2.00	Carmen A.....	\$6.80	\$4.00	\$2.80
Machinist inspectors.....	7.20	4.80	2.40	Carmen B.....	6.40	4.00	2.40
Boilermakers.....	6.80	4.80	2.00	Helper, heavy fire.....	5.36	3.60	1.76
Boilermaker inspectors.....	7.20	4.80	2.40	Helper, heater.....	5.76	3.60	2.16
Blacksmiths.....	6.80	4.80	2.00	Helpers.....	4.96	3.36	1.60
Hammersmiths.....	7.60	4.80	2.80	Carmen helpers.....	4.96	2.80	2.16
Electricians.....	6.80	4.80	2.00	Apprentices:			
Oxyacetylene welders.....	7.20	4.80	2.40	First six months.....	3.36	2.08	1.28
Carmen A.....	6.80	4.80	2.00	Last six months.....	5.36	3.48	1.88
Do.....	6.80	4.40	2.40				

It is generally known and recognized that the wages of these skilled workers, practically all of whom are required to serve an apprenticeship of four years prior to receiving the rate of a journeyman, were, prior to January 1, 1918, unjustifiably low. This proposed decision establishes a daily rate for journeymen mechanics that is only 18.5 per cent above the daily wage effective as of December, 1917.

The majority of the Board, on the same evidence and affecting employees living in the same town, have decided that the employees who receive the highest compensation and who have received the largest money increase shall be paid the wage rates that were in effect immediately prior to the effective date of Decision No. 2; in other words, one class of employees is to retain all of the increases accruing to them during the entire period of Federal control, while another class, admittedly underpaid prior to Federal control, are expected to accept a decision that takes from them practically all the increases received during that period. Is it just or reasonable that a journeyman mechanic, who is required to serve a four-year apprenticeship before receiving the journeyman rate, shall have his earnings for a full month's service (25½ eight-hour days) cut from \$173.40 to \$122.40, or just \$19.12 per month more than he would have earned at his December, 1917, rate, while certain other classes of employees, some of whom are unquestionably less skilled, retain all of the increases granted them during the period of Federal control, and which in some cases represent a monthly wage increase approximating 500 per cent greater than that granted journeymen mechanics by this Board's decision?

The following is taken from Exhibit K of the carrier's submission, excepting the last column, which shows the reduction made in the daily rate by this decision:

*Passenger service.*

	Num- ber of em- ployees, 1917.	December, 1917, working conditions and December rates.	Num- ber of em- ployees, 1921.	Rates in June, 1921.	Reduction in daily rate by this decision.
<b>Conductors:</b>					
Trains 3 and 4.....	1	\$184.44	2	\$420.00	\$1.00
Trains 9 and 10.....	1	208.80	2	420.00	1.00
Shore Line Branch.....	1	212.36	2	420.00	1.00
Bogue Chitto Branch.....	1	180.76	2	420.00	1.00
Total.....	4	786.36	8	1,680.00	.....
Average per month.....		196.59		210.00	.....
<b>Flagmen:</b>					
Trains 3 and 4.....	1	101.70	2	300.00	1.00
Trains 9 and 10.....	1	115.20	2	339.50	1.00
Shore Line Branch.....	1	118.40	2	300.00	1.00
Bogue Chitto Branch.....	1	100.00	2	360.00	1.00
Total.....	4	435.30	8	1,239.50	.....
Average per month.....		108.93		154.94	.....
<b>Porters:</b>					
Trains 3 and 4.....	1	60.00	2	300.00	1.00
Trains 9 and 10.....	1	60.00	2	300.00	1.00
Shore Line Branch.....			2	300.00	1.00
Bogue Chitto Branch.....			2	300.00	1.00
Total.....	2	120.00	8	1,200.00	.....
Average per month.....		60.00		150.00	.....
<b>Engineers:</b>					
Trains 3 and 4.....	1	263.94	1	414.30	.80
Trains 9 and 10.....	1	238.80	1	462.00	.80
Shore Line Branch.....	1	292.14	1	408.00	.80
Bogue Chitto Branch.....	1	258.54	1	408.00	.80
Total.....	4	1,113.42	4	1,692.30	.....
Average per month.....		278.36		423.00	.....
<b>Firemen:</b>					
Trains 3 and 4.....	1	143.10	1	317.15	.80
Trains 9 and 10.....	1	162.00	1	342.28	.80
Shore Line Branch.....	1	158.10	1	303.00	.80
Bogue Chitto Branch.....	1	140.10	1	303.00	.80
Total.....	4	603.30	4	1,265.43	.....
Average per month.....		150.83		316.36	.....

It will be noted that there are two each of conductors, flagmen, and porters now performing this service, whereas formerly there was but one each. The assignments are so arranged that these classes now earn the monthly wage indicated by working from 15 to 20 days per month.

The record will also show that the journeymen mechanics of the shop crafts are likewise the subject of discrimination as compared with the treatment accorded station forces.

Other unwarranted conditions established by this decision are enumerated as follows:

1. Hammersmiths, heavy fire blacksmiths and other blacksmiths are placed on the same rate. There is not an employer of blacksmiths in this country who has not always recognized and paid higher rates for hammersmiths and heavy fire blacksmiths than that paid other blacksmiths.

2. Practically every railroad in this country has established a rate higher than the minimum boilermakers' rate to men assigned as boiler inspectors or flangers and layers out.

3. Differentials have been established for mechanics in the car department that are not justified. For instance:

(a) The Board says it is just and reasonable that a car inspector formerly paid the same rate as the passenger-car men is now not entitled to the higher rate; his rate is cut from 85 cents to 50 cents per hour, or 10 cents per hour less than the rate established for the carpenter. No man can be a competent inspector unless he first learns the trade and becomes competent to determine whether or not a car is in a safe and suitable condition to make a trip.

(b) A billman who has heretofore generally received the same rate as that of the passenger-car men and car inspectors now finds himself defined as not being quite so valuable as that portion of his fellow craftsmen designated as carpenters, and yet by the same authority he is considered more valuable than the car inspector; and the car inspector who, if he is anything, must be competent to judge whether the work of his fellow craftsmen is properly and safely constructed, is decided to be less important than either of his associates.

4. This Board now establishes a rate of pay for these mechanics which in some instances is less than the rate it has established for mechanics' helpers of these crafts in this same territory.

5. By this decision the Board, charged with the solemn duty of establishing just and reasonable wages and working conditions, has decreed that a laborer who has heretofore generally received a rate higher than that paid section labor, shall now be paid a rate of 20 cents per hour. On an eight-hour basis these men, practically all of whom are able-bodied adults, many of them men of family, are now awarded a rate that will net them barring accidents, lay-offs, sickness, etc., a wage of \$9.30 per full-time week—a wage that is below the minimum established by various agencies and tribunals as being sufficient to support one worker.

On August 31, 1921, the departmental wage board of review of the Navy Department issued its report on the question of wages for civilian employees of naval establishments within the continental limits of the United States. The terms of the decision were approved in full by the Secretary of the Navy and became effective on September 16, 1921. The following is quoted from the award:

The rates of pay that in a large measure determine the rates for all trades and occupations are those granted to first-class laborers, which it will be noted, the board has recommended be fixed at forty-one cents (41c) per hour, and the pay for skilled mechanics, or the so-called basic trades, which the board recommends be fixed at seventy-three cents (73c) per hour. As far as laborers are concerned, the pay of forty-one cents (41c) per hour approximates very closely \$1,000 per year. The board does not believe that it is decent for the government to pay less money than this to American citizens with families to support. (All navy-yard employees must be American citizens.) The laborer usually has a family to support, and with present prices of the necessities of life, with less than forty-one cents (41c) per hour it is practically impossible for him to properly clothe, house, feed, and educate his family. The board believes that it is contrary to the public interest to give less wages than the above to first-class laborers.

There are innumerable unjust and unreasonable conclusions represented in this decision, but for the sake of brevity the writer will not burden the record further.

In answer to the reference made to the dissenting opinion by Board Member McMenimen, it is sufficient to say that a mere declaration without supporting data or facts represents nothing and needs no other reply.

A. O. WHARTON.

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DECISION NO. 291.—DOCKET 661.

*Chicago, Ill., October 13, 1921.*

Railway Employees Department, A. F. of L. (Federated Shop Crafts), v. Minneapolis, St. Paul & Sault Ste. Marie Railroad.

*Question.*—There has been duly filed with the Labor Board application for decision in connection with dispute alleged to exist between the above-named parties with reference to the negotiations of rules and working conditions pursuant to the issuance of Decision No. 119. The questions in dispute are:

(1) Has the system federation representing the Federated Shop Crafts the right to negotiate an agreement covering employees performing mechanics' work and their helpers in the maintenance and repair of water service equipment, coal chute machinery, scale work, etc., coming under the jurisdiction of the bridge and building department of the above-named railroad?

(2) If the above is conceded, has the Federated Shop Crafts the right to include rules governing such mechanics and helpers in the bridge and building department and maintenance of way department in the agreement with the carrier?

*Statement.*—Written evidence was submitted by the respective parties and oral hearing conducted in connection with this case, at which hearing only the representatives of the employees were present. It developed at said hearing that the question as to the jurisdictional right to represent the employees above referred to had been settled between the interested organizations whereby the right of representation was conceded to the Federated Shop Crafts, and the carrier was so notified.

Regarding the second question above stated, it is indicated that the employees endeavored to submit this question to the Labor Board separate from the submission on rules and working conditions, but were unable to get the carrier to become a party to a joint submission on that particular question, the carrier contending that the matter should be held in abeyance and submitted with rules.

Regarding conferences conducted for the purpose of negotiating rules and working conditions, the evidence submitted indicates that such conferences commenced on May 13, 1921, and terminated on June 25, 1921. It is the employees' position that conferences should not have been terminated, but should have been continued in an effort to arrive at an agreement on certain rules then under consideration. It is indicated that the carrier took the position that the submission must be in the hands of the Labor Board not later than

July 1, 1921, and that to conduct further negotiations would have made this impossible.

Failing to reach an understanding as to further negotiations, and failing to reach an agreement as to the submission that should be made to the Labor Board, each party to the dispute filed an ex parte submission, setting forth its contentions in connection with the various rules upon which no agreement could be reached.

*Decision.*—(1) The evidence clearly indicates that question 1 involved jurisdiction as between organizations, which question has been decided, and there is, therefore, no necessity for further action on the part of the Labor Board.

(2) There being no question as to the system federation representing a majority of each craft or class, the Labor Board decides that the agreement between the Federated Shop Crafts and the carrier shall, if said federation so elects, cover and apply to all employees comprised in said class or crafts employed in the maintenance of way department and the signal and telegraph department, as well as the maintenance of equipment department, provided this decision shall not operate to prevent the negotiation of such special rules for said maintenance of way and signal and telegraph departments as are necessary for the economical operation of said departments and peculiarly applicable to the nature of the work and the condition surrounding it in said departments as distinguished from the more highly specialized work of the maintenance of equipment department.

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DECISION NO. 292.—DOCKET 819.

*Chicago, Ill., October 14, 1921.*

**American Federation of Railroad Workers v. Philadelphia & Reading Railway Co.**

*Question.*—Has the management of the Philadelphia & Reading Railway Co. complied with the provisions of the agreement entered into November 1, 1920?

*Statement.*—An agreement was entered into between employees represented by the American Federation of Railroad Workers and the management of the Philadelphia & Reading Railway Co., effective November 1, 1920, covering machinists, boilermakers, blacksmiths, carmen, electrical workers, sheet-metal workers, molders and helpers, and apprentices of these crafts. The last rule in the agreement reads as follows:

This agreement shall continue in force and effect until thirty (30) days' notice in writing has been given by either party to the other requesting a change in same.

Under date of June 21, 1921, the carrier notified the employees of its desire to conduct a conference to negotiate and revise certain rules contained in the then existing agreement, and in accordance with said notice conference was conducted on July 20, 1921, at which conference no agreement could be reached between the interested parties as to the consideration of the individual rules in which changes were desired. The position of the employees was that the carrier had not complied strictly with the provisions of the above-quoted rule in

that the employees had not been furnished with a copy of the revised rules proposed by the carrier.

*Decision.*—The Labor Board decides that the carrier has complied with the provisions of the agreement above referred to and that, therefore, the employees' representatives should confer with representatives of the carrier at a time to be designated by said carrier for the purpose of considering the changes desired. If the employees refuse to enter into such negotiations, it will be necessary for the Labor Board, in accordance with provisions of the Transportation Act, 1920, to accept the *ex parte* submission of the carrier and render a decision thereon.

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DECISION NO. 293.—DOCKET 720.

*Chicago, Ill., October 14, 1921.*

**Brotherhood Railroad Signalmen of America v. Southern Pacific Co. (Pacific System).**

*Question.*—The question in dispute is in regard to the application of section 17, Article II, of the national agreement of the Brotherhood Railroad Signalmen of America.

*Statement.*—A joint submission was filed and an oral hearing conducted in connection with this case.

The evidence indicates that three signalmen—namely, E. J. Cessna, A. Smith, and E. B. Fretwell—are assigned to a regular eight-hour day and compensated by the hour; that these employees have a regular starting and quitting time, except that at least once a week they are required to distribute or assist in the distribution of batteries to the various signals over their respective territories and that this distribution is being accomplished by either loading batteries into battery car and handled by local freight, or by loading batteries into baggage car of a regular passenger train and distributions made to central locations from passenger trains. It is stated by representatives of the employees and not denied by the carrier that frequently the train carrying the batteries leaves before the employees' regular starting time and returning leaves after the employees' regular quitting time; further, that it is sometimes necessary to send battery car on ahead by fast freight during the night and to have signalmen follow on early passenger train; likewise, that when batteries are distributed signalmen return to their home stations by passenger trains—traveling or waiting several hours in addition to their regular assigned day—and receive no extra compensation except for actual service performed.

The following rules are quoted from Article II of the national agreement of the Brotherhood Railroad Signalmen of America promulgated by the United States Railroad Administration:

Sec. 17. Hourly-rated employees sent from home station to perform work and who return to home station daily shall be paid continuous time, exclusive of the meal period, from the time they are required to report to the time they return, whether working, waiting, or traveling. Employees so assigned will not be subject to the provisions of section 5 of this article.

Sec. 18. Hourly-rated employees sent from home station to perform work, and who do not return to home station daily, will be allowed time for traveling or

waiting in accordance with section 20 of this article. All hours worked will be paid for, straight time for straight-time hours and at the overtime rates for overtime hours. Actual expenses will be allowed at the point to which sent if meals and lodging are not provided by the railroad, or boarding cars to which employees are assigned are not available.

SEC. 20. Employees, except those covered by section 4 of Article V, who do not return to home station daily, when not in boarding cars and traveling by direction of the management, will be allowed actual time for traveling or waiting during regular working hours. Actual time, not to exceed eight hours, at the straight-time rate from the time required to report to the time of arrival at the point to which sent will be paid as full compensation for traveling or waiting between the end of the regular hours of one day and the beginning of the regular hours of the following day when sleeping-car accommodations are not available. Actual expenses, but no time, will be allowed for traveling or waiting between the end of the regular hours of one day and the beginning of the regular hours of the following day when sleeping-car accommodations are available.

*Employees' position.*—A summarization of the employees' contention is that the service above referred to should be compensated on the basis of section 17, Article II, of the national agreement, because of the fact that when the employees are sent out to distribute batteries they return the same day, and therefore claim back pay accordingly, retroactive to March 1, 1920.

*Carriers' position.*—The carrier's position is summarized as follows:

It is the carrier's position that the road service performed by these employees is not a daily occurrence, but comes only about once a week. This character of work is very specifically covered by section 18, article 11, of the signalmen's agreement; that the conditions of which the employees are complaining and of which they request an adjustment back to February 1, 1920, are conditions which were created on that date; and that the conditions have existed ever since that date and at 12.01 a. m., March 1, 1920, they were in existence under authority of the United States Railroad Administration and were inherited by the Southern Pacific Co. on March 1, 1920, this inheritance being perpetuated by the Labor Board Decision No. 2.

*Decision.*—The Labor Board decides that sections 18 and 20, Article II of the national agreement of the Brotherhood Railroad Signalmen of America, are properly applicable to the service in question.

The claim of the employees is therefore denied.

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#### DECISION NO. 294.—DOCKET 528.

*Chicago, Ill., October 14, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Does the position of assistant superintendent, vehicle service, Washington, D. C., come within the scope of the agreement between the employees and carrier, effective February 15, 1920, as defined in Article I thereof?

*Statement.*—The employee in question, designated as assistant superintendent, vehicle service, reports to and assists the superintendent of the vehicle department in the operation of said department and in the supervision of about 110 employees engaged therein.

The employees contend that the employee holding this position is not vested with the authority to employ and discipline employees under his supervision, and that he is not an official whose duties and supervisory authority are equal to those of an agent or others as referred to in exception (b), rule 1, Article I, of the agreement.

The carrier states that the vehicle department at the station in question is under the jurisdiction of a superintendent who is assisted by the employee whose position is the subject of this dispute; that this employee, designated as "assistant superintendent, vehicle service," has full authority over all of the employees in said department, and that he supervises three or more subordinate supervisory employees, and contends that his position is one which is excepted from the provisions of the agreement by exception (b), rule 1, of Article I thereof.

The evidence before the Labor Board in this case shows that the employee assigned to the position in dispute assists the superintendent in the operation of the vehicle department and subdepartments, and that he has full authority in the absence of the superintendent. His duties are exclusively of a supervisory character, and he does not perform routine office work.

Exception (b), Article I, rule 1, of the agreement, effective February 15, 1920, reads in part as follows:

This agreement shall not apply to chief clerks of certain supervisory agents (see note) or to the personal office forces of such officials as superintendents, their equals or superiors in official rank, or to route agents, traveling loss-and-damage supervisors, general foremen, who supervise three (3) or more foremen; agents and others whose duties are of a similar and equal supervising nature and do not perform routine office work; official chief messengers, or the personal office forces of general officers.

*Decision.*—The Labor Board decides that the position in question does not come within the scope of the agreement, effective February 15, 1920, and the request of the employees that it be bulletined for bid is denied.

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DECISION NO. 295.—DOCKET 536.

*Chicago, Ill., October 14, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Request for establishment of free sleeping quarters for messengers in train service in the North Pacific department.

*Statement.*—At certain points free sleeping quarters are provided by the American Railway Express Co. for train employees who are away from their home terminals.

The employees state that it is the practice at the present time to provide sleeping quarters for express messengers at many terminals in the North Pacific department; and contend that the failure to provide free sleeping quarters for the messengers involved in this dispute who are required to be away from their home terminals is a discrimination.

The carrier states that free sleeping quarters are provided at certain points, but that it is a benefit not required by any order or

agreement, and that the establishment of such free sleeping quarters is entirely voluntary on its part.

*Decision.*—The evidence before the Labor Board shows that free sleeping quarters for messengers are not required by any order or agreement and that their establishment is entirely voluntary on the part of the carrier.

Claim of employees is therefore denied.

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**DECISION NO. 296.—DOCKET 538.**

*Chicago, Ill., October 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Request for reinstatement of B. H. Trammell, who was dismissed from the service on September 12, 1920.

*Decision.*—Basing its decision on the evidence before it, including proceedings of hearing conducted on September 12, 1921, the Labor Board decides that request for reinstatement of B. H. Trammell is denied.

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**DECISION NO. 297.—DOCKET 539.**

*Chicago, Ill., October 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Dispute concerning application of rule 79 of the agreement between employees and carrier, effective February 15, 1920, to position in the regional accounting department, Chattanooga, Tenn.

*Statement.*—The employee involved in this dispute entered the service in the railway accounting department at Chattanooga, Tenn., on January 15, 1920, at a salary of \$70 per month, not having had any previous office experience. On April 1, 1920, the salary of his position was equalized at \$85 per month, but he was continued at the rate of \$70 per month until June 1, 1920, when his salary was increased to \$80 per month. On August 1, 1920, he bid for and was appointed to another position at the rate of \$115 per month. On this position he was paid \$100 per month. He resigned September 22, 1920, to enter college.

The employees contend that rule 79 of the agreement supersedes subsection 3, paragraph (d), Article I of Supplement 19 to General Order No. 27, and that under the provisions of said rule positions and not employees should be rated. The employees further contend that if rule 79 does not supersede subsection 3, paragraph (d), Article I of Supplement 19, only such employees who lack the necessary experience to perform the duties of their assignment should be placed on a salary basis established for inexperienced employees, and that the promotion of the employee in question to a higher rated position shows that he had the necessary qualifications and experience to fill same, and that he is therefore entitled to the full rate of pay for such position.

The carrier contends that rule 79 of the agreement, effective February 15, 1920, does not supersede subsection 3, paragraph (d), Article I of Supplement 19 to General Order No. 27, and that on the contrary rule 94 of the agreement specifically preserves the rates of pay authorized by Supplement 19 to General Order No. 27. The carrier further contends that the employee involved in this dispute had no previous experience in the position for which he was employed or in any position similar thereto, and that he received a salary equal to or exceeding the minimum rates of the positions he held in the service.

Subsection 3, paragraph (d), Article I of Supplement 19 to General Order No. 27 of the United States Railroad Administration, reads as follows:

Employees (except those named in paragraphs 1 and 2 of this section) entering the service, who lack the necessary experience to perform the work of their assignment, shall receive sixty dollars (\$60) per month for the first six months of service; seventy dollars (\$70) per month for the second six months of service; and thereafter the rate of the job to which assigned. The period of experience in their line of work shall be cumulative, and similar experience in other employment shall count the same as if performed for the express company. Nothing in this paragraph shall be construed to mean that former employees may not be reemployed and paid the established rate of the position to which assigned.

Rules 79 and 94 of the agreement, effective February 15, 1920, read as follows:

Rule 79. Positions (not employees) shall be rated, and the transfer of rates from one position to another shall not be permitted.

Rule 94. Rates of pay for employees named herein authorized by Supplement No. 19 to General Order No. 27, including addenda, amendments and interpretations thereof, also any new rates which may hereafter be authorized by the director general, shall become a part of this agreement and shall remain in effect during Federal operation until changed as provided herein.

*Decision.*—Claim of the employees is denied.

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#### DECISION NO. 298.—DOCKET 543.

*Chicago, Ill., October 14, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Application of Decision No. 3 of the United States Railroad Labor Board to part-time employee at St. Louis, Mo.

*Statement.*—The employee in question was employed by the American Railway Express Co. from March 20 to August 20, 1920, as an hourly-rated "part-time" employee.

The employees contend that this employee should have received an increase of 16 cents per hour from the effective date of Decision No. 3 of the United States Railroad Labor Board.

The carrier states that the employee in question was attending school and was employed on an hourly basis for short periods of time, and contends that he is specifically excepted from the provisions of the agreement between employees and carriers effective

February 15, 1920, by exception (a), rule 1 of Article I, which provides that:

This agreement shall not apply to \* \* \* individuals performing special service requiring only a part of their time from outside employment or business. \* \* \*

*Decision.*—Claim of the employees is denied.

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DECISION NO. 299.—DOCKET 845.

*Chicago, Ill., October 29, 1921.*

**Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Railroad Trainmen; Order of Railway Conductors; Switchmen's Union of North America v. Ann Arbor Railroad Co. et al.<sup>1</sup>**

While for convenience and identification this proceeding is numbered, docketed, and styled as above set out, it is in substance and fact an inquiry and proceeding instituted and conducted by the Railroad Labor Board on its own motion under the provisions of the statute.

The subject and impelling cause of the inquiry was the threatened general strike of the employees comprising the membership of the above-named labor organizations on practically all the Class I carriers in the United States, which, if it had culminated, would have resulted in a national calamity of incalculable magnitude. It was the purpose of the Board to develop the causes and true facts and conditions to the end that all possible measures might be taken to avert the disaster. It was shown that a vote had been taken and strikes called on all the roads—and as to the Brotherhood of Railroad Trainmen had gone into effect on one, the International & Great Northern—on account of dissatisfaction with Decision No. 147 of the Labor Board making a reduction in wages.

Since the hearing and as a result thereof the strikes have all been called off by the officials of the organizations and the danger of an interruption of traffic removed.

The representatives of the carriers and the representatives of the employees have announced their intention and purpose to conform to the law and abide by the orders of the Board. These facts render it unnecessary for the Board to make any further orders on or about this matter, and move it to congratulate the parties directly interested and the public most vitally and profoundly interested on this return to industrial peace, triumph of the reign of law, and the escape from this national disaster.

But at this time, and while the matter is so intensely before the minds of all, the Board deems it expedient and proper to make its rulings and position on some of the points involved so clear that no ground for any misunderstanding can hereafter exist.

First, when any change of wages, contracts, or rules previously in effect are contemplated or proposed by either party, conference must be had as directed by the Transportation Act and by rules or

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<sup>1</sup> The carriers parties to this decision are those named in Decision No. 147 and addenda thereto.

decisions of procedure promulgated by the Board, and where agreements are not reached the dispute must be brought before this Board and no action taken or change made until authorized by the Board.

Second, the ordering or authorizing of the strike by the organizations of employees parties hereto was a violation of Decision No. 147 of this Board, but said strike order having been withdrawn, it is not now necessary for the Board to take any further steps in the matter.

The Board desires to point out that such overt acts by either party tending to and threatening an interruption of the transportation lines, the peaceful and uninterrupted operation of which are so absolutely necessary to the peace, prosperity, and safety of the entire people, are in themselves, even when they do not culminate in a stoppage of traffic, a cause and source of great injury and damage.

The Board further points out for the consideration of employees interested that when such action does result in a strike the organization so acting has forfeited its rights and the rights of its members in and to the provisions and benefits of all contracts theretofore existing, and the employees so striking have voluntarily removed themselves from the classes entitled to appeal to this Board for relief and protection.

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DECISION NO. 300.—DOCKET 122.

*Chicago, Ill., October 31, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Nashville, Chattanooga & St. Louis Railway.**

*Question.*—The questions in dispute are the application of rate of pay and overtime provisions of ash-pit men to employees engaged in performing similar service; and that the rates and overtime provisions should be retroactive to December 16, 1919, the effective date of the national agreement.

*Statement.*—Employees of the maintenance of way department at Cowan are required to clean up cinders dumped on the main line or other tracks from engines of through trains stopping for coal and water—no ash pit being provided. The ties in the track are covered with a layer of clay to prevent them from being burned. These employees wheel the cinders to piles, from which they are loaded in cars by locomotive cranes.

Another employee of the maintenance of way department at another part of the yard is required to remove from a cinder pit the cinders taken from engines laying over at Cowan, and load them into cars or wheel them to a point where they can be loaded by locomotive crane, receiving therefor the cinder-pit men's rate. His time is devoted entirely to this class of work and no general cleaning of the yard is done by him.

At Hollow Rock Junction the cinders from engines laying over are dumped on special tracks where the ties are covered with clay and removed by employees of the maintenance of way department. These same employees, when not so engaged, often assist in the removal of cinders taken from through passenger engines while standing at

the station taking water and awaiting the transfer of baggage, mail, and express.

All the above employees except cinder-pit men at Cowan are paid maintenance-of-way rates. Time for Sundays is at pro rata rates in accordance with past practice.

The positions of the employees and of the carrier are summarized by the Labor Board as follows:

*Employees' position.*—It is contended that the employees herein mentioned are performing the same class of work as cinder-pit men; that they should be classified and rated the same as cinder-pit men, paid pro rata for eight hours, and for all time in excess of eight hours and on Sunday at the rate of time and one-half.

*Carrier's position.*—The carrier contends that the labor performed by men who handle cinders from tracks where there are no cinder pits does not come within the scope of that performed by "ash-pit men" where cinders are usually handled very hot or very wet, the atmosphere being charged with sulphurous fumes and vapors resulting in discomfort and disagreeable effects; that because of these conditions cinder-pit men were accorded higher rates of pay than men who handle cinders from the tracks in connection with their other work of general yard cleaning, which has always been classified and paid for as section labor; that the work of removing cinders from tracks where no cinder pits are installed is under the jurisdiction of the maintenance of way department; and that to grant the demands of these employees would furnish basis for all section laborers in yards and on line of road, who are required to remove ashes dumped from an engine, to claim the higher rate paid cinder-pit men.

*Decision.*—(a) The Labor Board decides that at points where there is a sufficient amount of this work to occupy the time of one or more men, such men (or man) shall be paid the rate and receive the overtime conditions established for ash-pit men.

(b) This decision shall be effective as of November 1, 1921.

(c) This decision shall not be construed to mean that section laborers or other laborers employed in and around shops or yards, who are required among their other duties to remove cinders from tracks, shall come under the provisions of preceding paragraph (a).

This decision is based on the particular facts in this case.

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#### DECISION NO. 301.—DOCKET 317.

*Chicago, Ill., October 31, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway Co.

*Question.*—What increase should have been applied to rates of pay for laborers employed at coal wharves on line of road and at terminals under the provisions of Decision No. 2?

*Statement.*—On the Norfolk & Western Railway there are a number of coal chutes or coaling stations located at convenient points along the lines and not within the limits of the terminal yards. The carrier has applied the increase of 10 cents per hour specified in

section 8, Article III of Decision No. 2, to coal-chute men within the limits of the terminal yards, and the increase of  $8\frac{1}{2}$  cents per hour specified in section 6 of Article III to employees at coal wharves on line of road.

Prior to Federal control an agreement was in effect stipulating that coal wharf laborers were to be paid the same rate per hour as section laborers in their respective localities. Prior to the application of Decision No. 2 the coal wharf laborers on line of road were paid the same rate as section laborers, viz, 40 cents per hour. In the application of Decision No. 2 this rate was advanced to  $48\frac{1}{2}$  cents per hour. Laborers employed at coal wharves at terminals are carried on the motive power pay rolls as coalers, and prior to Decision No. 2 were paid 43 cents per hour, to which the 10 cents per hour provided in section 8 of Article III was added, making the new rate 53 cents per hour.

*Employees' position.*—The employees' position is quoted in part as follows:

We contend that under section 8, Article III of Decision No. 2, coal-chute men are entitled to 10 cents per hour increase, which should cover all men doing that particular class of work, whether inside terminal yards or outside of yards along the lines.

*Carrier's position.*—The position of the carrier is summarized as follows:

The carrier contends that in view of the agreement in effect prior to Federal control and the fact that coal-wharf laborers along line of road were paid the same rate as section laborers prior to the issuance of Decision No. 2, the increase provided for section laborers by Decision No. 2 is properly applicable to these employees.

*Decision.*—The increases specified in Decision No. 2 were predicated upon the rates of pay established by or under the authority of the United States Railroad Administration.

If the employees in question were classified and rated in accordance with section (g), Article I of Supplement No. 8, or section (b), Article V of Supplement No. 7 to General Order No. 27, the increase provided in section 6, Article III of Decision No. 2, is applicable.

For employees classified and paid under section (a), Article V of Supplement No. 7 to General Order No. 27, the increase specified in section 8, article III of Decision No. 2 should be applied.

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#### DECISION NO. 302.—DOCKET 364.

Chicago, Ill., October 31, 1921.

Order of Railroad Telegraphers v. Denver Union Terminal Railway Co.

*Question.*—Claim of telegraph operator for pay under overtime-and-call rule for working the entire period of another assignment in addition to full compensation for regular assignment.

*Statement.*—The employee involved in this dispute is assigned to third trick, from 11 p. m. to 7 a. m. September 3, 4, and 5, 1920, he was required to work the second shift, from 3 p. m. to 11 p. m., for which he was paid at the straight-time rate of the second shift.

The employees contend that this change was made for the purpose of absorbing overtime, and that under the provisions of the agreement between the employees and the carrier above named, effective December 26, 1919, an employee required by proper authority to work in place of another employee on another shift should be paid at overtime rates for the period worked on the other shift in addition to compensation for his own shift.

The carrier states that the employee in question was paid at the straight-time rate of the position filled, and that this method of payment is strictly in accordance with the provisions of the agreement above referred to.

Paragraph (d), Article IV of the agreement, effective December 26, 1919, reads as follows:

(d) Employees will not be required to suspend work during regular working hours or to absorb overtime.

Paragraphs (a) and (c), Article X of the agreement, read as follows:

(a) When an employee is released from duty it shall extend to his next period for commencing work. If held after established hours, will be entitled to continuous time until released.

(c) When an employee is required by proper authority to work in place of another employee on another shift, he shall be paid in accordance with the provisions of paragraph (b), except as provided in paragraph (c) of Article IV.

Paragraphs (b) and (c) of Article IV read as follows:

(b) Overtime shall be computed at the rate of time and one-half time. Even hours shall be paid for at the end of each pay period; fractions thereof will be carried forward.

(c) When notified or called to work outside of established hours, employees will be paid a minimum allowance of two hours at overtime rate.

*Decision.*—Request of employees is denied.

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### DECISION NO. 303.—DOCKET 391.

*Chicago, Ill., October 31, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.**

*Question.*—Proper classification and rate of pay for certain men employed at the wood-preserving plant, Southern Pacific Railroad, Houston, Tex.

*Statement.*—The Labor Board summarizes the facts as follows:

The wood-preserving plant is a part of the stores department organization. It is the central storage plant for ties, bridge timbers, and other timber and material for use of the maintenance of way department. Some of the material is laid out, bored, and cut to size before being treated.

It is stated by the carrier that all of the laying out and work requiring any skill is done by men who are assigned to this work and are paid mechanics' rates, and that there are approximately 175 men employed at the plant, all of whom, excepting a very limited number, are laborers.

In the evidence filed by the representatives of the employees it is stated that there are 10 men involved in this dispute—2 gang foremen, 3 mechanics, and 5 helpers; that the classification and rate of pay of the remainder of the force, or approximately 165 men, are not involved in this dispute; and that the work of the 10 men in question consists of the same class of work as that performed by regular road and yard bridge and building gangs and that they use the same kind of tools.

The evidence indicates a difference of opinion as to the agreement governing as well as the class of work performed, the carrier contending that laborers in and around storehouses are covered by section 3, rule 1 of the clerks' national agreement and that they are excepted from the provisions of the maintenance of way national agreement, but that they would be obliged to meet the representative of the employees who had the majority representation. The representatives of the employees state that they would not undertake to classify a laborer as a mechanic, or a laborer as a mechanic's helper, but contend that men who perform mechanical work should be paid the mechanic's rate and those who perform helpers' work should be paid the helpers' rate and the laborers should be paid the laborers' rate.

*Decision.*—The evidence in this dispute is not sufficiently clear, and the Labor Board does not feel justified in rendering its decision based thereon; and therefore decides that representatives of all parties directly interested arrange to jointly conduct an investigation on the premises of the wood-preserving plant, Houston, Tex., and if unable to dispose of the questions in dispute the parties thereto will jointly resubmit the case to the Labor Board for final disposition.

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DECISION NO. 304.—DOCKET 535.

*Chicago, Ill., October 31, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Claim for compensation of position awarded employee who was the successful applicant for same.

*Statement.*—The employee involved in this dispute bid upon and was awarded express messenger run between Butte, Mont., and Missoula, Mont., on July 31, 1920, but was not transferred to same until August 31, 1920.

It is the contention of the employees that since the employee in question was holding a position paying a lesser rate than the position which he bid upon and was awarded, he should have been transferred to his new position immediately after the assignment was posted, or paid at the rate of pay of the new position.

The carrier admits that employee involved bid upon and was awarded the position in question and that he was not transferred to same for a period of approximately 30 days. It is stated by the carrier that the delay in making the transfer was due to the many changes to be made at one time and the fact that a large number of employees were absent on vacation. The carrier contends that it has complied with all of the rules of the national agreement, effective

February 15, 1920, and that to grant the employees' contention in this case would result in paying for service not rendered.

Rule 10 of the agreement, effective February 15, 1920, reads as follows:

New positions or vacancies will be promptly bulletined in agreed-upon places, accessible to all employees affected, for a period of ten (10) days in the districts where they occur, bulletin to show location, title, description of position, and rate of pay. Employees desiring such positions will file their applications with the designated official within that time, and an assignment will be made within ten (10) days thereafter; the name of the successful applicant will immediately thereafter be posted for a period of five (5) days where the position was bulletined.

The Labor Board construes the above-quoted rule to require the posting of new positions or vacancies for a period of 10 days in the district where they occur, and that an assignment shall be made within 10 days thereafter.

*Decision.*—The Labor Board decides that employee involved in this dispute is entitled to the rate of the position of express messenger between Butte, Mont., and Missoula, Mont., from the expiration of the 10-day period allowed the carrier for assignment.

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#### DECISION NO. 305.—DOCKET 547.

*Chicago, Ill., October 31, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Claim for additional compensation for service performed on holidays.

*Statement.*—Certain employees of the American Railway Express Co. at Louisville and Lexington, Ky., were required to work on New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, and Thanksgiving Day. The employees so worked were given a day off in lieu thereof. The carrier has discontinued the practice, but has declined to allow claim for additional pay at pro rata rate for the time so worked.

The employees state that the employees in question at Louisville and Lexington, Ky., were required to work on holidays prescribed in rule 61 of the agreement, effective February 15, 1920; and contend that these employees were required to take a day off in lieu of said holidays and are, therefore, entitled to an extra day's pay for work performed thereon.

The carrier admits that the employees in question were required to work on certain holidays, but denies that the employees were required to take a day off in lieu thereof. The carrier contends that the employees accepted the days off in lieu of the holidays, and that as soon as objection was made to the practice it was discontinued. The carrier further contends that the practice was not for the purpose of absorbing overtime, and that as soon as the objection was brought to the attention of the management it was immediately corrected.

Rule No. 61 of the agreement reads as follows:

Except as otherwise provided in these rules time worked on Sundays (or day given in lieu thereof) and the following holidays: New Year's, Washing-

ton's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas (see note) shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular weekday assignment are worked.

Where an agreement or practice more favorable to the employees is in effect, such agreement or practice in so far as it relates to this rule 61 shall be retained.

NOTE.—Where the exigencies of service require employees to work on Christmas, and they are so worked, they shall be given a day off either in December or January in lieu thereof. If worked on such day off, they shall be paid as provided in rules 61 and 62.

*Decision.*—The claim of the employees is sustained.

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#### DECISION NO. 306.—DOCKET 526.

*Chicago, Ill., November 2, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway Co.**

*Question.*—Claim of clerical employees for 14 days' pay for two weeks' vacation under the clerks' national agreement.

*Statement.*—The position of the employees and the carrier is quoted from the joint submission, as follows:

*Employees' position.*—Prior to and during Government control it was the practice on the Norfolk & Western Railway to give employees two weeks' vacation with pay. Since January 1, 1920, or the effective date of the national agreement, this practice was discontinued with certain clerks who are required to work 7 days per week, the railway company contending that the national agreement, which provided a 306-day per year basis for paying, eliminated the necessity of paying for the seventh day of each week of vacation. We contend that the employee is entitled to 2 weeks' vacation with pay, which means the continuation of the policy that was in effect prior to and during Government control, and that the national agreement does not justify the contention of the railway company in depriving the 7-day-per-week employees of their pay for the 2 extra days in their vacation. In other words, the company is giving the 7-day-per-week employees 12 days' vacation with pay, and our contention is they should have 14 days' vacation with pay.

*Carrier's position.*—Under the provisions of the national agreement with the clerks, effective January 1, 1920, clerical employees were placed on daily basis, their daily rate being fixed on basis of 306 days per year. Time worked on Sundays and holidays is paid for in addition to the 306 days which covers the yearly salary. When clerks are given 2 calendar weeks' vacation, in accordance with our previous practice, and paid for the days off, exclusive of Sundays and holidays, they are being paid the same amount and allowed the same number of days off as was the practice before they were placed on daily basis.

Prior to January 1, 1920, the effective date of the clerks' national agreement, a clerk's monthly rate and earnings were practically the same thing. The national agreement, however, established a distinction between an employee's rate and his earning, his rate being the amount he is paid for each of the six days per week, while his earnings include not only his rate of pay, but pay for overtime and Sunday work.

The daily rates of the national agreement were established solely on the working days of the year. Service on Sundays is paid for in addition to the compensation allowed for service on week days. Such pay for Sunday service, however, is not an unconditional guaranty to which the employee is entitled, but, on the contrary, it accrues only on the condition that he performs service on Sunday. We do not pay a clerk for Sunday unless he works Sunday. In this respect pay for Sunday differs from pay for the six days of the week. A road can avoid payment for Sundays by not requiring clerks to work, but it can not avoid payment for six days per week by requiring a clerk to

work only five days, except when holidays occur. Therefore, as we see it, employees have no unqualified right to claim pay for Sundays unless they work on Sundays. For this reason 7-day workers are no more entitled to pay for Sundays while on vacation than they would be entitled to pay for overtime, assuming that they worked regularly one or two hours' overtime every day throughout the year.

It is not our understanding that there is anything in the clerks' national agreement or interpretations issued thereto by the United States Railroad Administration which would mean that a carrier would have to pay more for vacation under the national agreement than prior thereto. If 7-day workers are allowed pay for 12 days for a vacation of "2 calendar weeks" under the national agreement, they will at the end of the year receive for the week days of the year the same amount of money as they received for the calendar year prior to the national agreement. Since, in 1920, the salary of employees was divided into 306 equal parts, a 7-day employee paid for 12 working days for a vacation of 2 calendar weeks and working the remaining 294 days would receive at the end of the year under the national agreement the same amount of money for the 306 days that he received for 365 days of the year previous. The carrier, therefore, feels that these employees are being properly compensated for their vacations in accordance with previous practice.

*Decision.*—Claim of the employees is denied.

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#### DECISION NO. 307.—DOCKET 138.

*Chicago, Ill., November 4, 1921.*

Association of Colored Railway Trainmen v. Illinois Central Railroad Co.;  
Yazoo & Mississippi Valley Railroad Co.

*Question.*—Complaint against the continuance of following the rule in agreement entered into between the representatives of the carriers and their employees in train service, reading:

When trainmen or yard forces are reduced the men involved will be displaced in the order of their seniority, regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagmen, brakemen, or switchmen, except that negroes are not to be used as conductors, baggagemen, or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights, except where he may have established same by three months continually in the freight service.

All rules, regulations, or agreements in conflict with the foregoing are null and void.

*Decision.*—After careful consideration of the evidence submitted, including the proceedings of hearing held in Memphis, Tenn., the Labor Board decides that the schedule containing the rule in question was negotiated by representatives of a majority of the class of employees interested in this dispute.

Some of the evidence submitted indicates that in some instances senior white flagmen have, in accordance with the provisions of the schedule, bid in positions as head brakemen for the purpose of displacing colored head brakemen with less service age, leaving vacant position of flagmen, for which position colored men are not eligible, which is then bid in by a junior white man. The Labor Board can not approve of any discrimination in favor of or against either white or colored employees in the application of the provisions of the rule regarding which complaint is made.

The complaint is therefore dismissed and the request denied.

## DECISION NO. 308.—DOCKET 159.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen v. Los Angeles & Salt Lake Railroad Co.**

*Question.*—Rate of pay for new type of locomotives leased temporarily from other lines.

*Statement.*—The submission contains the following joint statement of facts:

This question involves controversy as to whether the use of Santa Fe locomotives for Los Angeles & Salt Lake Railroad traffic movements, when such movements are made by Los Angeles & Salt Lake Railroad crews, constitutes the "introduction" of a different type of locomotive, when the locomotive so used is of a different type than those owned and operated by the Los Angeles & Salt Lake Railroad Co., as contemplated under paragraph (b), Article V, of Supplement 24 to General Order 27. If so, would Southern Pacific mountain rates, which rates are highest in the territory, apply?

*Decision.*—The Labor Board decides that the rates of pay for locomotives borrowed temporarily from the Atchison, Topeka & Santa Fe Railroad Co. shall be the same as the rates paid by the Los Angeles & Salt Lake Railroad Co. for its locomotives, which come within the corresponding "weight on drivers" classification.

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## DECISION NO. 309.—DOCKET 169.

*Chicago, Ill., November 4, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Litchfield & Madison Railway Co.**

*Question.*—This dispute is in regard to the reinstatement of O. H. Davis, formerly employed as section foreman by the Litchfield & Madison Railway Co., who was dismissed from the service August 27, 1920.

*Decision.*—Based upon the evidence before it, the Labor Board denies the request for reinstatement of the employee in question.

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## DECISION NO. 310.—DOCKET 181.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Firemen and Enginemen; Brotherhood of Locomotive Engineers v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for additional paragraph amending schedule rule which defines local or way freight service.

*Statement.*—The submission contained the following:

Paragraph (b), Article IV of engineers and firemen's schedule, effective May 1, 1920, reads as follows:

"(b) For local or way freight service, fifty-two cents (52 c.) per 100 miles or less for engineers, and forty cents (40 c.) per 100 miles or less for firemen shall

be added to the through freight rates, according to class of engine; miles over 100 to be paid for pro rata.

"Local or way freight service is understood to mean the train that goes over the district handling the usual way freight and local switching service—what is commonly termed the 'local' carrying 'peddler' cars, loading and unloading way freight and doing the switching."

The employees request an additional paragraph reading:

This does not apply to trains setting out or picking up cars at stations, or picking up or dropping tonnage en route, or loading or unloading small lots of perishable freight; but if trains shall load or unload way freight or do station switching at two or more stations en route, it shall be regarded as a local freight train and paid local freight rates for the entire trip.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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DECISION NO. 311.—DOCKET 182.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for rule guaranteeing men in assigned service certain mileage per day for each day of assignment.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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DECISION NO. 312.—DOCKET 183.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for rule reading as follows:

Engineers and firemen will be paid a differential of eighty (80 c.) per 100 miles above valley rates on districts between Biggs and Shaniko, Arlington and Condon, Umatilla and Huntington, La Grande and Joseph, Pendleton and Starbuck, Tekoa and Starbuck via Colfax, Tekoa and Burke, and Tekoa and Spokane.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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DECISION NO. 313.—DOCKET 184.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Locomotive Engineers v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for rule reading as follows:

Engineers and firemen will report for and be relieved from duty at passenger station at Portland, Seattle, and Spokane.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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**DECISION NO. 314.—DOCKET 185.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Locomotive Engineers v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for rules to provide for payment of initial and terminal switching and delays on the minute basis.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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**DECISION NO. 315.—DOCKET 186.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Locomotive Engineers v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for rule reading as follows:

The adjustment of any claim will establish the basis for the adjustment of similar claims.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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**DECISION NO. 316.—DOCKET 187.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Locomotive Engineers v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for rules governing hostler service.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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**DECISION NO. 317.—DOCKET 188.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Locomotive Engineers v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Claim of Fireman J. Berry for time account of the carrier having refused to permit him to displace Engineer Nugent on a hostling position.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

## DECISION NO. 318.—DOCKET 218.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of Brakeman J. R. Pierce, Oakland, Alameda, and Berkeley suburban passenger service, Western Division, for minimum passenger day for extra service performed before beginning regular assignment during October, 1919.

*Statement.*—The submission contained the following joint statement of facts:

On October 2 and 4, 1919, J. R. Pierce, brakeman, was regularly assigned 12.54 p. m. to 8.40 p. m., and on October 3 and 11, 1919, was regularly assigned 1.24 p. m. to 9.09 p. m., short turn-around suburban passenger service.

On the above dates Brakeman Pierce was called for 7.05 a. m., and used until 7.57 a. m. in short turn-around extra passenger service before beginning his regular assignment.

One minimum passenger day was claimed in addition to regular assignment for each day used in extra service 7.05 a. m. to 7.57 a. m. He was allowed two hours for this extra service.

*Decision.*—The matters complained of in the application having occurred before the passage of the Transportation Act, 1920, by which the Labor Board was created, the Board decides that it is without jurisdiction.

The application is therefore dismissed.

## DECISION NO. 319.—DOCKET 219.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of Conductors Gooding, Boone, DeFraitcs, and other trainmen, Los Angeles Division, for local rates of pay in service specified in the following statement:

*Statement.*—The submission contained the following joint statement of facts:

Conductors Gooding, Boone, DeFraitcs, and other trainmen were assigned to through and irregular freight service between Indio and Yuma.

On June 7, 1919, Conductor Gooding and crew were used on melon train 3/244, Indio to Niland, and East Niland to Yuma, via Inter-California, distance 160 miles.

On June 8, 1919, Conductor Gooding and crew were used on melon train 2692 west, Yuma to Niland and return to Yuma, via Inter-California, distance 168 miles.

On June 11, 1919, Conductor Boone and crew were used, Indio to Yuma, via Inter-California, distance 160 miles, handling ice, ice refrigerators, empty refrigerators, and melons.

During June and July, 1919, a number of other trainmen performed similar service. Crews assigned regularly to melon-hauling service and melon-switching crews are paid local freight rates.

*Decision.*—The matter complained of in the application having occurred before the passage of the Transportation Act, 1920, by

which the Labor Board was created, the Board decides that it is without jurisdiction.

The application is therefore dismissed.

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**DECISION NO. 320.—DOCKET 220.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim for time consumed by through and irregular freight crews setting out and picking up cars and trains at Nutglade, Small, and Castle Crag during June, 1919.

*Decision.*—The matters complained of in the application having occurred before the passage of the Transportation Act, 1920, by which the Labor Board was created, the Board decides that it is without jurisdiction.

The application is, therefore, dismissed.

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**DECISION NO. 321.—DOCKET 221.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of Passenger Brakemen C. C. Yohn and H. Boring, Los Angeles Division, for deadhead Los Angeles to Indio and return in service on May 13, 1919.

*Statement.*—The submission contained the following joint statement of facts:

On May 13, 1919, freight trainmen were deadheaded Los Angeles to Indio and return with soldier train. Brakemen Yohn and Boring, extra passenger brakemen, waiting for service at Los Angeles, claimed they should have been used instead of freight brakemen.

*Decision.*—The matters complained of in the application having occurred before the passage of the Transportation Act, 1920, by which the Labor Board was created, the Board decides that it is without jurisdiction.

The application is, therefore, dismissed.

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**DECISION NO. 322.—DOCKET 275.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Spokane, Portland & Seattle Railway Co.**

*Question.*—Claim for back pay under the provisions of section 1, Article XIII of Decision No. 2, for employee dismissed from the service on June 26, 1920.

*Statement.*—The submission contained the following joint statement of facts:

J. C. Clements, conductor, Spokane, Portland & Seattle Railway Co., was in the service of the railway company on May 1, 1920, and prior thereto. He was dismissed from service June 26, 1920, for failure to properly protect his train while on main line. Railway company declines to pay Mr. Clements the back pay accruing under the provisions of United States Railroad Labor Board Decision No. 2 between May 1 and June 26, 1920.

*Decision.*—Subsequent to the submission of this case the Labor Board issued Interpretation No. 19 to Decision No. 2. Section 5 of the interpretation reads as follows:

Employees dismissed from the service for any reason are entitled to back pay for service performed during the retroactive period, except such employees who voluntarily suspended work and come within the scope of Order No. 1 and Decision No. 1 issued by the Board under the dates of April 19 and 20, 1920, respectively.

This decides the question at issue.

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#### DECISION NO. 323.—DOCKET 277.

*Chicago, Ill., November 4, 1921.*

Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Louisville & Nashville Railroad Co.

*Question.*—Claim of Conductor W. G. Key for work-train rate of pay account unloading car of cinders near passenger station at Belleville, Ill., while on duty in yard service.

*Statement.*—The submission contained the following:

*Statement of facts.*—Conductor Key performs combination service; he handles two mixed trains daily except Sunday on the O'Fallon Branch, running out of Belleville, which service does not ordinarily require more than one-fourth of his working day; the remainder of the day is spent in switching service in and about Belleville. An agreed specified rate of pay was applied to this light branch and yard service prior to the issuance of Supplement No. 16 to General Order No. 27. Under that supplement through-freight rates were allowed, and it is still so paid.

On March 20, 1920, Conductor Key unloaded a car of cinders near the Belleville passenger station, the location in question being within the Belleville yard switching limits. The time consumed in this was approximately 20 minutes. On account of this work Conductor Key claims that he should receive work-train rate for that day.

*Employees' position.*—The service performed by Conductor Key should be paid for under section (c) instead of section (a) of Article IV, as provided in section (a) of Article X of the agreement. Work-train service was performed on this trip in addition to the through-freight service.

*Carrier's position.*—Prior to October 1, 1919, the effective date of the fourteenth conductors' agreement (we are now using the fifteenth), the Belleville-O'Fallon Branch run, combined with switching service at Belleville, was paid a specified monthly rate with overtime after 9 hours and 12 minutes. In arriving at an understanding with the committee upon which their agreement above mentioned was based, on September 19, 1919, they agreed to the application of the through freight and mixed service rate to this service.

The train service consists of an early morning trip from Belleville to the mines at O'Fallon (a distance of about 2 miles) for the pur-

pose of taking the miners from Belleville. After the close of the day's work, they make a trip to bring the miners in, and the cars loaded, spending the balance of their day in industrial and yard switching at Belleville.

On March 20, 1920, Conductor Key unloaded a car of cinders near the Belleville passenger station, within the Belleville yard switching limits, between his road trips; time consumed, approximately 20 minutes. It being considered that Conductor Key was to do all the work in the Belleville switching district, as well as the O'Fallon Branch, we do not concede that the unloading of the car of cinders would change the classification of his work for the purpose of increasing his pay.

The decision quoted by the committee, Board of Adjustment No. 1's Docket No. 1060, is a case involving the unloading of cinders by a through freight run, and we do not believe that it should apply to a case such as this one, where the crew is supposed to do all of the work within the yard limits.

*Decision.*—The Labor Board decides that the claim of the employees can not be sustained.

#### DECISION NO. 324.—DOCKET 281.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Louisville & Nashville Railroad Co.**

*Question.*—Claim of conductors that all runs on system be considered as new runs and advertised as such.

*Statement.*—The submission contained the following:

*Statement of facts.*—The compensation of all conductors was increased as prescribed in Decision No. 2 of the United States Railroad Labor Board. Because this increase amounts to more than \$15 per month on each run, the committee now desires that all runs on the system be considered new runs and advertised as such under the rule quoted above.

*Employees' position.*—The employees contend that as sections 1, 2, and 3, Article VII of Decision No. 2 of the United States Railroad Labor Board, dated July 20, 1920, increased all established runs on the Louisville & Nashville System more than \$15 per month, as provided for in section (e), article 26, of the agreement, and asks that all established runs be considered new runs and advertised as such.

*Carrier's position.*—As the increase granted by Decision No. 2 was a general increase, it consequently affected all runs in relative proportion. We hold that the rule in question should not cover a case of this kind, and that it was not so intended, as a general increase would bring about no relative difference as between the compensation paid one run and that paid another. The rule was for the purpose of giving a senior conductor the opportunity to bid in a run when its earnings or working conditions were changed to an extent which would make it more desirable or advantageous to him than the run which he had.

To carry out this proposal of the conductors' committee would cause, to say the least, a very undesirable situation and much confusion, as the Board will readily understand, and the procedure is entirely uncalled for.

As a matter of reference, we might call the Board's attention to the fact that in some of the national agreements issued by the United States Railroad Administration the question of advertising all positions in view of a general increase was specifically covered, the rule having the effect of obviating a request similar to the present one being brought up; the Railroad Administration thereby recognizing the principle for which we now contend.

*Decision.*—The Labor Board is of the opinion that it was not the intent of the rule in question to require all runs on the system to be considered as new runs and advertised as such when the compensation was practically uniformly increased to exceed \$15 per month. An exception is made to branch-line runs, and it may be assumed that few changes would result in main-line runs, due to those runs being filled by employees who have exercised their seniority rights. Rules similar to this are of a general nature and usually apply to individual or small groups of runs, but are not intended to apply when a general increase in wages is made applicable to all runs on a system. The status or relation of one run as compared with another remains approximately the same.

The Labor Board therefore decides that the position of the railroad is sustained.

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DECISION NO. 325.—DOCKET 369.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad Co.

*Question.*—Payment of water license for water furnished employees residing in company-owned houses.

*Decision.*—The Labor Board has carefully considered the statements contained in the joint submission, and in view of the circumstances cited therein denies the contention of the employees, provided there is no change made by the carrier in regard to the present arrangement as to rental.

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DECISION NO. 326.—DOCKET 375.

*Chicago, Ill., November 4, 1921.*

Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Locomotive Engineers v. Chicago, Terre Haute & Southeastern Railway Co.

*Question.*—Request for reinstatement of Engineer P. H. Patton.

*Statement.*—Engineer Patton was dismissed October 19, 1920, for sliding the drivers on engine 320 and laying engine up at Hulman Street at 7.40 p. m., September 7, with flat spots on drivers and making no report of same, thereby setting a trap which would have resulted in getting the engineer who had the engine out next trip in trouble had he not reported the flat spots from Spring Hill.

*Employees' position.*—The committee contends that the discipline administered was too severe, as the engine was only slightly damaged and was not taken out of service. The claim that he set a trap to shift the responsibility to some one else is not justified by the facts, and we contend that Engineer Patton should be reinstated.

*Carrier's position.*—The discipline administered is warranted by the accumulation of unsatisfactory service of which the specific incident of September 7 was the last.

*Decision.*—The question to be decided in this case is whether or not, considering Engineer Patton's record as kept in accordance with the rules, i. e., a record of merits and demerits, the discipline as applied was justified.

After carefully considering the written and oral evidence presented in this case, the Labor Board, while being reluctant to state when and how discipline shall be administered, decides that the dismissal of Engineer Patton, in view of his personal record in the service, was unwarranted, and that he shall be reinstated in the service without impairment in his seniority.

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DECISION NO. 327.—DOCKET 420.

*Chicago, Ill., November 4, 1921.*

**American Federation of Railroad Workers v. Chicago, Terre Haute & South-eastern Railway Co.**

*Question.*—Dismissal of Edward Lynch and John W. Easton, carmen.

*Statement.*—Written and oral testimony was taken in this case, and the Labor Board has given due consideration to all the facts surrounding the circumstances resulting in the dismissal of the two men above named.

*Decision.*—The position of the carrier is sustained.

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DECISION NO. 328.—DOCKET 428.

*Chicago, Ill., November 4, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Mobile & Ohio Railroad Co.**

*Question.*—The question in dispute is in regard to the right of the carrier to lay off carpenter gangs and to contract for the building of a new depot by a construction company.

*Statement.*—The evidence submitted indicates that prior to September 1, 1920, two carpenter gangs were employed on the St. Louis Division of the Mobile & Ohio Railroad; and that on or about September 1, 1920, gang No. 2 was laid off for an indefinite period; and that on or about November 10, gang No. 1 was also laid off for an indefinite period. The evidence further indicates that on or about November 1, 1920, a contract was let by the carrier to a construction company for the erection of a depot at Selmer, Tenn., which was on the St. Louis Division, and that the construction of said depot was completed about January 1, 1921, at which time both gangs 1 and 2 above referred to were still laid off.

*Employees' position.*—The position of the employees is quoted as follows:

That the national agreement between the Mobile & Ohio Railroad Co. and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers covers all bridge and building work; that these carpenters are employed

for and assigned to that particular kind of work; and that they have seniority rights to this work over any construction company. We further contend that these carpenters and their foremen should be paid their regular salaries for the length of time this depot was under construction.

*Carrier's position.*—The carrier's position has been summarized as follows:

It is the position of the carrier that the contract for the construction of Selmer station was made October 28, 1920, at which time the said contractors were engaged in constructing a new freight depot in East St. Louis, and at or about the same time the company forces were engaged in replacing a small station at Gibson and Stonewall, Miss., which had been destroyed by fire. The carrier submits evidence to indicate that the construction of new buildings in a five-year period by outside contractors quadrupled the amount of such work performed by company forces, and further, that the carrier has always exercised its discretion as to whether or not new building would be performed by company forces or by contract, which policy it is claimed is in line with that of other carriers.

*Decision.*—Based on the evidence submitted and applicable only to the case in question, the Labor Board decides that the carrier did not violate the provisions of the agreement.

The claim of the employees is therefore denied.

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DECISION NO. 329.—DOCKET 429.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Denver & Rio Grande Railroad.

*Question.*—Discharge of Lawrence Athey, bridge and building carpenter at Salt Lake City, Utah, August 2, 1920.

*Statement.*—The evidence submitted indicates that Lawrence Athey had been employed as a bridge and building carpenter at Salt Lake City, Utah, for about three years and that on August 2, 1920, he was removed from that position for alleged unsatisfactory service, but was offered the privilege of exercising his seniority rights to any similar position in his seniority district, which he declined to accept.

*Decision.*—Based upon the evidence before it the Labor Board decides—

(a) That the employee shall be reinstated to his former position with seniority rights unimpaired.

(b) That the request for compensation for time lost is denied.

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DECISION NO. 330.—DOCKET 430.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Union Pacific Railroad Co.

*Question.*—The question in dispute is in regard to the payment of overtime to monthly-rated employees of the maintenance of way department.

*Statement.*—A submission has been duly filed with the Labor Board setting forth dispute between the above-named parties in regard to the proper method of paying overtime to monthly-rated employees of the maintenance of way department. The evidence indicates that overtime rate for the employees in question is at present being computed on the basis of a 313-day year and that no extra allowance is made for service performed on the seven holidays designated in the national agreement.

*Employees' position.*—The employees' position is summarized as follows:

The representatives of the employees contend that it is the intent of the agreement that the hourly rate of the monthly-rated employees be based on 306 eight-hour working days per year and that such employees are entitled to compensation for all time worked in excess of eight hours at overtime rates since the effective date of the national agreement. The employees further contend that the men in question are entitled to extra compensation in addition to their monthly rate for time worked on the seven designated holidays. This also to be effective from the date of the national agreement.

*Carrier's position.*—The carrier's position is quoted as follows:

It is our contention that supervisory forces, such as section foremen, extra gang foremen, and bridge and building foremen are properly compensated on a 313-day year basis, as provided in section (h) of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, which provides for a monthly rate to cover all services rendered, except when required to perform work on Sundays, which is not a part of their responsibilities or supervisory duties. In arriving at a monthly rate for hourly-rated employees, this rule specifically provides for the establishment of such rate on a basis of 208 hours per month, which is a 313-day year basis.

*Decision.*—The claim of the employees is denied. See Decision No. 209 covering the same question.

#### DECISION NO. 331.—DOCKET 432.

*Chicago, Ill., November 4, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & Eastern Illinois Railroad.**

*Question.*—Classification and rate of pay for certain employees assigned as engine supply men at Oaklawn roundhouse, Danville, Ill.

*Statement.*—A joint submission was duly filed by representatives of the respective parties named above embodying the following question:

Is it the intent of section 8, Article III of Decision No. 2, that engine supply men be classified and paid under that section?

*Employees' position.*—The position of the employees is quoted as follows:

We contend that it is the intent that employees known as engine supply men be classified and paid under section 8, Article III of Decision No. 2, effective May 1, 1920. We further contend that the duties of these employees are such as are required of employees who are classified and paid under the above-mentioned section of Decision No. 2, and that the same rate should apply to engine supply men as well.

*Carrier's position.*—The position of the carrier is quoted as follows:

The question in this case involves the correct application of Decision No. 2 of the United States Railroad Labor Board to men employed as locomotive supply men at Oaklawn roundhouse.

These men have been classified as laborers and were given the increase of 8½ cents per hour, as provided in section 6, Article III of Decision No. 2. The work of these men includes placing tools, oil, waste, and other supplies on outgoing locomotives and removing similar supplies from engines arriving at roundhouse.

Section 8, Article III of Decision No. 2, specifies certain classes or kinds of labor, all of which require special skill or training, or as heavy labor, and entitled to the high rate of increase provided. The work of the employees in question is not such as or analogous to that enumerated in section 8.

*Decision.*—The employees in question come under the provisions of section 8, Article III of Decision No. 2, and shall be paid accordingly.

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#### DECISION NO. 332.—DOCKET 438.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chesapeake & Ohio Railway Co.

*Question.*—Was the Chesapeake & Ohio Railway Co. justified in discontinuing the 3-cent differential to carpenter foremen and carpenters, which differential was specified in agreement entered into prior to Government control?

*Statement.*—The evidence indicates that an agreement was entered into between representatives of the maintenance of way employees and the carrier on August 1, 1917, which provided a differential of 3 cents per hour for carpenter foremen and carpenters when performing certain classes of work. The rule reads as follows:

Carpenter foremen and carpenters when erecting iron-bridge work, or replacing any new members or parts of the steelwork (not including the ties or wooden floor), when the structure is 30 feet high and has one or more spans over 120 feet in length, will receive, in addition to their regular pay, three cents (3c.) per hour.

This practice remained in effect up to and including August 2, 1920, at which time the differential was discontinued.

*Decision.*—It is the decision of the Labor Board that no change should have been made in the practice of allowing the above-referred-to differential (which was in effect a reduction in pay) until the matter shall have been properly handled in accordance with the provisions of section 301 of the Transportation Act, 1920, and that said differential shall, therefore, be restored.

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#### DECISION NO. 333.—DOCKET 445.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Wheeling & Lake Erie Railway Co.

*Question.*—Request for leave of absence and transportation for general chairman representing employees of the Wheeling & Lake Erie Railroad.

*Statement.*—The evidence submitted in this case indicates that S. R. Hetherington is now and has been since March 20, 1920, the general chairman representing the employees on the Wheeling & Lake Erie Railroad who are members of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers; that said S. R. Hetherington was granted leave of absence by this carrier for the purpose of performing the functions incumbent upon the position of general chairman, which leave expired April 15, 1921; and that upon request for a further extension of leave, same was denied.

It appears that upon refusal of extension of leave the employee in question reported for work on April 15, but was told that his gang had been abolished; from the statement of the carrier this employee is not considered in active service nor as a furloughed employee. It further appears that upon his appointment as general chairman Mr. Hetherington requested leave of absence and card-system transportation. The former request was granted, but the latter denied, the carrier taking the position at that time that they would furnish trip passes over their lines to use in connection with his duties as general chairman, which they felt covered their obligations as embodied in the national agreement.

It is shown in the evidence that Mr. Hetherington made numerous subsequent requests for annual card transportation, all of which were denied. It is contended by the employee, and not denied by the carrier, that the former general chairman was furnished with card-system transportation, and that the general chairmen of other crafts are accorded similar consideration.

*Decision.*—It is a recognized and time-honored practice on practically all roads to grant leaves of absence and free transportation to general chairmen representing large groups of employees, and it is therefore the opinion and decision of the Labor Board that the request of Mr. Hetherington is justified.

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DECISION NO. 334.—DOCKET 460.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Cincinnati, Indianapolis & Western Railroad Co.

*Question.*—The question in dispute is in regard to the method followed by the carrier in reducing expenses.

*Statement.*—The evidence submitted indicates that on January 6, 1921, the carrier, for the purpose of reducing expenses, laid off certain junior laborers and carpenters and other certain entire gangs; that on February 1, 1921, additional junior laborers and additional section gangs were laid off; and that the number of days worked by certain other gangs was reduced one and two days per week. Further, it appears that the number of days worked by certain foremen was reduced one and two days per week.

The submission indicates that the employees objected to the action of the carrier in reducing the forces and days worked as outlined above, it being claimed by them that such action was contrary to section (1), Article V, of the national agreement; and that a con-

ference was held on March 19, 1921, between the carrier and the employees, at which time the carrier offered to compensate the section and bridge foremen affected by paying them one-half of all time lost, but did not offer any compensation for section and bridge men, which proposition was rejected by the employees.

*Employees' position.*—The position of the employees has been summarized as follows:

The employees contend that the action of the carrier was contrary to section (1), Article V, of the national agreement, and offer the following in support of their contention:

Minor officials were given their choice by the management as to how they make the reduction in their respective territories. Two roadmasters and one master carpenter chose to lay off entire gangs for short periods, and one roadmaster chose to abolish junior gangs. Mr. A. Christy, master carpenter of the Springfield Division, on applying this was asked by two gang foremen under him with six and seven men each to lay off two and three junior men of each gang, contending that they could do as much with four men six days a week as they could with six men four days per week; he chose to lay off entire gangs two days per week. J. T. Clemons, roadmaster, in applying this laid off two senior foremen and gangs with adjoining sections and difficult track to keep in repair for two days per week, and he let junior foremen and gangs with less difficult track to keep in repair work full time.

The management makes the statement that they gave the senior foreman affected the privilege to displace foremen junior in service to them, but we respectfully call your attention to the fact that on Master Carpenter A. Christy's territory there are only two gangs, and as both these gangs were laid off two days per week it is impossible for the senior foreman to displace the junior foreman and work full time.

The employees contend that the men affected should be compensated for all time lost.

*Carrier's position.*—The position of the carrier is quoted as follows:

The railroad company maintains that it has complied strictly with the provision of paragraph 1 of Article V, which states "Gangs will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior men." It contends that it reduced the force in conformance with Article II (d2) and (e) to that point where in the judgment of the officers in charge, it was necessary to make the additional reduction prescribed by reducing the days worked per week. The company considers that rule (1) recognizes that there is a point beyond which proper reductions can not be accomplished by further laying off junior men, and in that event the rule permits that gangs may be laid off for short periods.

On account of the difference in the physical conditions of different sections of track, speed of trains, grades, curves, etc., the company contends that it is impracticable to apply a hard-and-fast seniority rule in making reductions to a minimum. The company has been and is now agreeable to any employee claiming any seniority right he may be entitled to under the agreement.

The company feels that it should not be deprived of the right through the officers upon whom is placed the responsibility to be judge in matters of this kind. It feels that the roadmaster is better qualified than a section foreman to decide which is the least difficult section to maintain, and that the master carpenter is in a better position to judge what size gang is necessary to carry on the work laid out.

The offer of payment for one-half the time lost by all section foremen and bridge foreman was made by the management not because it felt that it was not within its rights in making the reductions in the manner in which they were made but because it desired to make every effort toward settling the difference with its employees.

*Decision.*—The Labor Board decides that the carrier did not violate the provisions of the agreement in making the reductions as outlined. The employees' claim for pay for time lost is therefore denied.

When it becomes necessary to reduce expenses the Labor Board suggests that a conference be held between representatives of the carrier and representatives of the employees in an effort to work out a method of reduction that will be mutually agreeable to both parties.

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DECISION NO. 335.—DOCKET 461.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway Co.

*Question.*—Rights of derrick engineers and firemen of maintenance of way department to position of engine watchman at Cloe Scales.

*Statement.*—The submission contains the following:

*Statement of facts.*—At Cloe Scales a ditching machine or Brown hoist is used during the day to reduce overloads of coal. During winter months it is necessary to place watchman to keep boiler from freezing. In former years this watchman was provided by the engineering department. This year the duties of watchman were added to those performed by a mechanical department employee in charge of air compressor at same point.

*Employees' position.*—We contend that derrick and hoisting engineers and firemen in the maintenance of way department have the right to positions of engine watchmen on ditching or hoisting engine at Cloe Scales used in reducing overloads.

These positions have been filled by these employees in the maintenance of way department during winter months ever since the positions were established. The position of engine watchman is within the jurisdiction of the maintenance of way national agreement. This position has been transferred to the employees of the car department and the above-mentioned employees have been denied their rights to these positions by the management.

We further contend that Engineer C. T. Stoops, of the maintenance of way department, who was notified to report for duty, should be paid for all time lost since this work has been done by an employee of the car department, as the management did not give Mr. Stoops any consideration to his seniority rights to this position.

*Carrier's position.*—The change referred to in eliminating from engineering department rolls the ditching-machine watchman was necessary economy to avoid retaining two men in the service to perform work which one man could readily handle. We find no rule in the national agreement which would prevent discontinuing an unnecessary position, nor is there any rule preventing an employee in one department working jointly for two departments. The employee retained by the mechanical department to handle this work was paid a higher rate than that for the position of watchman in the engineering department which was discontinued.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 336.—DOCKET 462.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway Co.

*Question.*—Claim for travel time account of removal of headquarters.

*Statement.*—The evidence indicates that two employees, viz, Jesse M. Boring, Jr., and John McIntosh, took positions in the carpenter

gang at Cummings when their former positions were abolished due to force reduction. The headquarters of this gang had previously been changed from Du Bois to Cummings. The employees in question were not members of the gang at the time the headquarters was changed, but claim is made that they are entitled to time for train riding to and from the new headquarters on Monday mornings and on Saturday nights.

A decision was issued by Railway Board of Adjustment No. 3 (Docket M-321) of the United States Railroad Administration relative to changing headquarters and provided in effect that when changes are made employees affected would not be required to move their permanent homes, and should be allowed pay for time traveling to their work on Monday mornings and returning to their homes on Saturday nights.

*Employees' position.*—The position of employees is quoted as follows:

The change of headquarters was made during the period Mr. McIntosh and Mr. Boring were in the military service of their country, and these were the only positions they could hold in accordance with their seniority rights when re-entering the service. Therefore we contend these employees should be paid train riding in accordance with Docket M-321 for Monday mornings and Saturday nights, while working as carpenters in the gang at Cummings. They are entitled to all practices and privileges while exercising their seniority rights under Supplement No. 8 to General Order No. 27, as there is nothing in the supplement that takes away any practices or privileges except changed by that order. We also claim that they should be paid for all time spent in traveling while at this point, in accordance with instructions issued in agreement by the engineer, maintenance of way.

*Carrier's position.*—The position of carrier is quoted as follows:

Decision in Docket M-321 gave to employees who were members of gangs whose headquarters had been transferred at the time the transfer was made the allowance of train riding to and from the new headquarters Monday mornings and Saturday nights, but it did not extend that allowance to any employees who might subsequently enter such a gang of their own accord.

*Decision.*—Claim of the employees is denied.

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### DECISION NO. 337.—DOCKET 463.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway Co.

*Question.*—Was the carrier within its rights in assigning a bridge carpenter to operate the derrick in question in conjunction with his other duties, instead of assigning the regular derrick engineer to the performance of this work?

*Statement.*—The joint statement to the Labor Board indicates that the bridge gang was engaged in renewing deck on bridge, and that derrick car was set out at that point and occasionally used for the purpose of loading and unloading ties; that fire was kept under boiler continuously, but steam raised only as the derrick was required, at which time the bridge carpenter was used to operate the derrick.

It is indicated that prior to the work of redecking the bridge in question the regular derrick engineer, formerly assigned to the derrick in that territory, had been laid off by the carrier in order to reduce expenses.

*Decision.*—The carrier has not violated any of the provisions of the agreement in so assigning the work.

The action of the carrier is, therefore, sustained.

#### DECISION NO. 338.—DOCKET 466.

*Chicago, Ill., November 4, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Ann Arbor Railroad Co.**

*Question.*—The question in dispute is in regard to the application of rule 10 of the national agreement covering the Federated Shop Crafts.

*Statement.*—Dispute was duly certified to the Labor Board and oral hearing conducted in connection therewith. The dispute is in regard to the application of rule 10 of the national agreement, which reads in part as follows:

Overtime rates for all overtime hours and straight time for the recognized straight-time hours at home station, whether working, waiting, or traveling, except that after the first 24 hours, if relieved from duty and permitted to go to bed for five or more hours, they will not be allowed time for such hours \* \* \*.

The dispute resolves itself into the question: Is it the intention of the above rule to pay employees for time traveling to their home station when such employees are permitted to go to bed for five or more hours on the cars in which they are traveling.

*Decision.*—The Labor Board decides that under the rule above quoted employees shall be paid for all time traveling irrespective of whether or not they are relieved and permitted to go to bed for five or more hours on the cars in which traveling.

#### DECISION NO. 339.—DOCKET 474.

*Chicago, Ill., November 4, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Trinity & Brazos Valley Railway Co.**

*Question.*—Seniority rights of general foreman assigned as bridge and building foreman.

*Statement.*—The evidence indicates that R. W. Smith formerly served in the capacity of bridge and building foreman, being appointed to that position July 6, 1908; that on September 17, 1916, he was appointed general foreman, bridge and building; and that on April 1, 1921, the position of general foreman was abolished and R. W. Smith was again assigned as bridge and building fore-

man, displacing R. R. Wylie, then assigned to that position, who went back in the gang as bridge and building carpenter.

The employees take the position that R. R. Wylie holds seniority rights over R. W. Smith, citing certain decisions of Railway Board of Adjustment No. 3 (M-76, M-444, and M-863) purporting to show that the seniority rules contained in Supplement No. 8 to General Order No. 27 and in the national agreement could not be applied to other than those enumerated therein.

The carrier takes the position that when R. W. Smith was promoted to general foreman it was agreed that Mr. Smith would not thereby lose his seniority rights, and that in the event of force reduction or changes whereby Mr. Smith would lose his position that he would be entitled to return to his former position as bridge and building foreman or to any other position to which he would be entitled under his seniority. The carrier, therefore, contends that it was proper to return Mr. Smith to the position of bridge and building foreman.

*Decision.*—On the evidence submitted the Labor Board decides:

(a) That the appointment of Mr. Smith to the position of roadmaster did not constitute a temporary appointment.

(b) That the continuity of Mr. Smith's service with the carrier was not disturbed by said appointment.

(c) That Mr. Smith, as a result of being demoted, is entitled to a position as bridge and building foreman by displacing the junior bridge and building foreman in point of service, as provided in section (e), Article III, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

(d) That R. R. Wylie is entitled to retain the position formerly held by R. W. Smith provided he is not the junior bridge and building foreman on the seniority district as provided in section (e), Article III, of the above-mentioned agreement.

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#### DECISION NO. 340.—DOCKET 482.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.

*Question.*—Is W. Dillenback, former night derrick engineer at wood-preserving plant of the Texas & New Orleans Railroad Co. at Houston, Tex., entitled to displace a junior day derrick engineer at that point?

*Statement.*—On December 1, 1920, W. Dillenback was taken off the position of night derrick engineer and assigned as laborer, the position he formerly occupied; the position of night derrick engineer having been abolished. It is indicated that there were two day derrick engineers, one of whom was junior in the service to Mr. Dillenback and held the position which it is claimed by the employees Mr. Dillenback was entitled to in accordance with his seniority, and, further, that he should be paid from the effective date of his demotion

the difference between the engineer's pay and that which he now earns.

Section (a), Article III, of the national agreement reads as follows:

Promotions shall be based on ability, merit, and seniority. Ability and merit being sufficient, seniority shall prevail; the management to be the judge.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 341.—DOCKET 485.

*Chicago, Ill., November 4, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).

*Question.*—Proper classification of car repairer alleged to be performing blacksmith's work.

*Statement.*—A joint submission was filed in connection with this dispute and was supplemented by oral hearing before Bureau No. 2 of the Labor Board.

The following is an agreed joint statement of facts:

Harvey Crabtree is employed at Ogden car shop and has been classified as a freight-car repairer since March 1, 1916, and at present is paid 80 cents per hour. His duties consist of removing old yokes from coupler bodies by cutting rivets with air-operated shears, backing out with punch and sledge, and then reriveting new yokes to coupler bodies with compression riveter.

At the hearing the carrier contended that the above work constituted all of the work performed by the employee in question. The employees contended that in addition to the work enumerated in the agreed statement of facts he was engaged in forcing out coupler yokes, handholds, forging out hand chisels and cold chisels, and other blacksmith work.

*Decision.*—(a) If after proper investigation by representatives of the carrier and representatives of the employees it develops that the employee is performing only the work specified in the joint statement of facts, it is the decision of the Labor Board that he is properly classified and paid.

(b) If after proper investigation by representatives of the respective parties it is found that the employee is performing the work as specified by the employees in addition to the work specified in the joint statement, it is the decision of the Labor Board that he is improperly classified and should be reclassified and paid as a blacksmith.

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DECISION NO. 342.—DOCKET 488.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. St. Louis & Hannibal Railroad Co.

*Question.*—Request that Ira Keller, formerly employed as section foreman, be returned to said position, with pay for all time lost.

*Statement.*—An ex-parte submission was filed with the Labor Board by a representative of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers as to alleged unjust treatment accorded Ira Keller, formerly employed as section foreman. This submission embodied a request that Mr. Keller be returned to his former position, with pay for all time lost.

In the written submission filed by the carrier and the employees and at oral hearing later conducted nothing developed to indicate the justification of the claim made by representatives of the employee. The evidence shows—and is not contradicted by the employees—that Mr. Keller is now in the service of the carrier as bridge and building carpenter, receiving a higher rate of compensation than that accruing to him in his former position as section foreman, and that the employee, in so far as the evidence indicates, is satisfied in his present position.

*Decision.*—Claim of the employee is denied.

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DECISION NO. 343.—DOCKET 509.

*Chicago, Ill., November 4, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Rock Island & Pacific Railway Co.

*Question.*—Request for reinstatement of Mr. George C. McCann, dismissed from the service July 8, 1921.

*Decision.*—Request for reinstatement of employee in question is denied.

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DECISION NO. 344.—DOCKET 534.

*Chicago, Ill., November 4, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Boston & Maine Railroad.

*Question.*—Request for reinstatement of John F. Mahoney to his former position as pier foreman, Hoosac Tunnel Docks, Boston, Mass.

*Decision.*—Request of the employee is denied.

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DECISION NO. 345.—DOCKET 556.

*Chicago, Ill., November 4, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Union Pacific System.

*Question.*—Dispute in connection with bulletined position not awarded to employee holding seniority.

*Statement.*—On July 17, 1920, position of assistant head clerk, conductor's bureau, office of auditor of passenger accounts, was bulletined. Naomi Peistrup was the senior applicant for same, but position was awarded C. J. Mollner.

The employees state that Miss Peistrup has been employed in the office of the auditor of passenger accounts since January, 1913, is familiar with local tickets, and at one time had charge of a bureau of another carrier. It is claimed that Miss Peistrup had sufficient merit and ability to justify a trial on the position in accordance with rule 6 of the clerks' national agreement.

The carrier contends that Miss Peistrup's experience in the office has been limited to work which would not qualify her for the position of assistant head clerk in the conductor's bureau; furthermore, that the labor laws of the State of Nebraska prohibit the employment of women in excess of 9 hours during any one day or for a period of more than 54 hours in any one week, and the position for which Miss Peistrup applied occasionally requires the working of overtime of more than 1 hour on certain days.

Rule 6 of the agreement between the Director General of Railroads and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I of this agreement.

The intent of this rule is to establish seniority as the first consideration in selecting the successful applicant for a bulletined position, but there must be coupled with seniority sufficient fitness and ability to qualify on the position in the 30-day trial provided for in rule 10 of the agreement.

Section 5 of the labor laws of the State of Nebraska reads in part as follows:

In metropolitan cities and cities of the first class no female shall be employed in any manufacturing, mechanical, or mercantile establishment, laundry, hotel, or restaurant, office, or by any public service corporation in this State more than 9 hours during any one day or more than 54 hours in one week. \* \* \*

*Decision.*—Basing this decision on the evidence submitted and the provisions of the laws of the State of Nebraska with respect to the hours of employment of women, the Labor Board decides that the position of the carrier is sustained.

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#### DECISION NO. 346.—DOCKET 578.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Northwestern Pacific Railroad Co.**

*Question.*—Claim for additional pay by an extra brakeman working in short turn-around passenger service.

*Statement.*—The submission contained the following joint statement of facts:

Brakeman Curtin, an extra brakeman working from extra board at Sausalito, on July 2 commenced work at Glen Ellen at 6.05 a. m., short turn-around pas-

senger service, arriving Sausalito 8.20 a. m., leaving Sausalito 8.50 a. m., returning to starting point 10 a. m., again leaving Glen Ellen on another run and crew at 3.15 p. m., short turn-around passenger service, arriving Sausalito 5.20 p. m., leaving Sausalito 5.30 p. m., returning to starting point 7.40 p. m. Glen Ellen home terminal for both assigned crews.

*Decision.*—Parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

### DECISION NO. 347.—DOCKET 579.

*Chicago, Ill., November 4, 1921.*

#### Northwestern Pacific Railroad Co. v. Brotherhood of Railroad Trainmen and Order of Railway Conductors.

*Question.*—Claim that through-freight rates should apply in certain service now paid passenger rates.

*Statement.*—The submission contains the following joint statement of facts:

Crew No. 1 is assigned as follows:

Train.	Leave.	Arrive.
Passenger No. 60.....	Sausalito, 4.55 a. m.....	Lagunitas, 5.25 p. m.
Passenger No. 61.....	Lagunitas, 6 a. m.....	Manor, 6.21 a. m.
Passenger No. 62.....	Manor, 6.28 a. m.....	Lagunitas, 6.48 a. m.
Passenger No. 63.....	Lagunitas, 6.53 a. m.....	Sausalito, 7.53 a. m.
Extra express <sup>1</sup> .....	Sausalito, 8.10 a. m.....	Sausalito, 10. 20 a. m.
Passenger No. 65.....	Sausalito, 11. 21 a. m.....	Point Reyes, 12.53 p. m.
Passenger No. 67.....	Point Reyes, 3.07 p. m.....	Sausalito, 4.50 p. m.

<sup>1</sup> Unloads express and empty cans between Sausalito and San Rafael, loads milk, baggage, and express at San Anselmo; returning San Rafael to Sausalito, loads milk at Green Brae, Alto, and Manzanita; picks up box car loaded with milk at Detour, which has been set out by freight crew.

Total miles, 133.

Crew No. 2 is assigned as follows:

Train.	Leave.	Arrive.
Passenger No. 55.....	Point Reyes, 9.20 a. m.....	Sausalito, 10.50 a. m.
Extra express <sup>1</sup> .....	Sausalito, 1.45 p. m.....	Sausalito, 5.20 p. m.
Passenger No. 70.....	Sausalito, 6.21 p. m.....	Point Reyes, 7.53 p. m.

<sup>1</sup> Unloads empty milk cans at Manzanita, Alto, San Rafael, Green Brae, San Clements, Reed, and Hilarita; turning at Tiburon and loading milk at Hilarita, Reed, San Clements, Alto, and Manzanita; handling deadhead passenger equipment to Sausalito.

Total miles, 96.

*Employees' position.*—Committee contends that the picking up and handling of freight car, and the unloading and loading of milk and milk boxes (billed as freight on freight waybills) constitutes miscellaneous service and should be paid for under Article XXIII and Note A, Article X, from July 19, 1920.

Article XXIII, combination service, reads:

“Road conductors and trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.”

Article X, freight service, Note A, reads:

“Rates applicable to through freight service will also apply to milk, mixed, circus, logging, and other miscellaneous train service.”

*Carrier's position.*—Section (e), Article I of trainmen's agreement, reads as follows:

"Trainmen handling express or mail trains will be considered in passenger service, and rates and rules appertaining thereto will apply."

This service was inaugurated for the purpose of relieving fast interurban passenger trains from delay incident to the loading and unloading of express matter in interurban territory. The handling of milk on trains involved is incident to the other service, the time of one crew spent in the handling of express and milk being but 2 hours and 31 minutes per day in a spread of 9 hours and 51 minutes, and of the second crew 3 hours and 26 minutes in a spread of 7 hours and 28 minutes. The express and milk on these runs are handled in baggage cars with the exception of milk picked up at Detour, a way station, which is loaded in box car, account baggage cars not available.

These shipments were formerly handled on a special baggage waybill provided for the handling of perishables, but milk shipments are now billed on standard freight waybills for convenience of the auditing department. Milk shipments have always been considered analogous to express, a fair proportion of the milk shipments being billed and handled as express, which do not differ from milk shipments handled in baggage cars on other passenger trains.

Article XXIII, combination service, trainmen's agreement, is not considered applicable in this case, as the service for the entire day is passenger and express and paid for in accordance with section (c) of Article I, above mentioned.

Article VII of trainmen's agreement reads as follows:

"Brakemen acting as baggagemen. Passenger brakemen acting as baggagemen on steam passenger trains will be paid \$6.75 per month in addition to the scheduled rate for brakemen on similar trains, when so employed."

Brakemen handling milk on these express trains are paid the additional compensation at the rate of \$6.75 per month for such service.

Article X, freight service, trainmen's agreement, Note A, refers to trains exclusively engaged in the handling of milk, and does not refer to the handling of incidental milk shipments on passenger or express trains. The amount of milk handled on the trains involved is less than half the total volume of express and milk.

*Decision.*—The Labor Board decides that the claim of the employees for through-freight rates is not justified under the rules in effect.

#### DECISION NO. 348.—DOCKET 581.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Northwestern Pacific Railroad Co.**

*Question.*—Claim of Conductor Shanesy and crew, August 2, 1920.

*Statement.*—The submission contained the following:

*Joint statement of facts.*—Conductor Shanesy and crew are assigned as follows:

Commence work Arcata, 12.20 p. m. daily except Sunday; handle Arcata switching and make round trip to Essex; leave Arcata for Eureka with freight soon as possible after arrival from Essex, handling freight that will be brought to Arcata from Trinidad and Samoa by crew "I"; arriving Eureka, do yard work and be ready to leave 7.40 p. m.; arriving Arcata 8.05 p. m., tying up at 8.20 p. m.

On August 2, 1920, having reached Arcata on tie-up trip and completed switching at such point at 8.15 p. m., crew was sent to Arcata extension spur, less than one-half mile beyond the yard limits of Arcata, with water car, tying up at 8.40 p. m. Claim was made for one day's additional pay for handling water car from Arcata to Arcata extension spur. Payment for trip was made and included as part of the day's work.

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

## DECISION NO. 349.—DOCKET 613.

*Chicago, Ill., November 4, 1921.***American Federation of Railroad Workers v. Toledo & Ohio Central Railway Co.**

*Question.*—Proper method of applying increases in pay for stationary firemen under the provisions of Decision No. 2.

*Statement.*—Stationary firemen, classified under the agreement between the Director General of Railroads and the International Brotherhood of Firemen and Oilers, effective January 16, 1920, were allowed an increase of 13 cents per hour on 204 hours, in accordance with section 2, Article VIII, of Decision No. 2, and the provisions of section 3 of Article XIII thereof.

*Employees' position.*—The representatives of the employees contend that stationary firemen should be paid by the hour and should receive the 13 cents per hour increase under section 2, Article VIII, of Decision No. 2, for every hour worked as per rule 7 of the stationary firemen and oilers' agreement.

Rule 7 of the national agreement above referred to reads as follows:

To compute the hourly rate of monthly-rated employees take the number of working days constituting a calendar year, multiply by eight and divide the annual salary by the total hours, exclusive of overtime and disregarding time absent on vacations, sick leave, holidays, or for any other cause. In determining the hourly rate, fractions less than one-fourth of one cent shall be as one-fourth of one cent; over one-fourth and under one-half as one-half cent; over one-half and under three-fourths as three-fourths; over three-fourths as one cent.

*Carrier's position.*—The carrier states that stationary firemen are paid on a monthly basis and contends that rule 7 of the national agreement between the Director General of Railroads and the International Brotherhood of Firemen and Oilers, effective January 16, 1920, requires that these employees be changed from a monthly to an hourly basis, and that rule 7 simply outlines the method to follow when for any reason it is necessary to determine the hourly rate of a monthly paid employee.

Section 2, Article VIII, of Decision No. 2, was applied to stationary firemen in accordance with the provisions of section 2 of Article XIII thereof.

*Decision.*—Interpretation No. 1 to Decision No. 2 clearly outlines the Labor Board's position in connection with the application of increases to monthly-rated employees and shall govern in this dispute.

## DECISION NO. 350.—DOCKET 621.

*Chicago, Ill., November 4, 1921.***Railway Employees Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).**

*Question.*—Shall the employees who exercise direct supervision over and are held responsible for the work of coach cleaners, and

who are paid hourly rates of pay, receive 5 cents per hour above the maximum rate paid coach cleaners at points employed?

*Statement.*—Section 4, Article III, of Supplement No. 4, to General Order No. 27, promulgated by the United States Railroad Administration, reads as follows:

In the locomotive and car departments gang foremen or leaders and all men in minor supervisory capacity and paid on an hourly basis will receive five cents (5c.) per hour above the rates provided for their respective crafts.

Addendum to Supplement No. 4, above referred to, dated September 1, 1918, specified certain increases in rates of pay and working conditions for coach cleaners.

*Decision.*—Yes.

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DECISION NO. 351.—DOCKET 622.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad Co.

*Question.*—Back pay for employee who resigned voluntarily from one department and accepted service in another department of the same carrier.

*Statement.*—The statement indicates that Joseph Rossa was employed as fire cleaner in the mechanical department of the above-named carrier and voluntarily resigned from that position on July 13, 1920, and that on July 20, 1920, he accepted service in the roadway department of the same carrier.

Paragraph 8 of Interpretation No. 19 to Decision No. 2 reads as follows:

(8) Employees who resigned voluntarily to accept or secure employment at some other point on the same road or on another road or elsewhere are not entitled to back pay for any time worked for any carrier excepting the time worked for the carrier by whom last employed.

The employees contend that they are entitled to back pay accruing under Decision No. 2 for all time worked for the same company in any department regardless of transfer from one department to another and that the employee referred to above should be allowed back pay accordingly.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 352.—DOCKET 628.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad Co.

*Question.*—Proper classification and rating for certain employees at pump house, Groveland, N. Y.

*Statement.*—The submission indicates that there are three employees at the pump house, Groveland, N. Y., who are classified and rated as pumpers; and that during the period of Federal control the employees contended that the three men in question should have

been reclassified and paid as electrical workers under the provisions of Supplement No. 4 to General Order No. 27, the dispute involving this question having been submitted jointly to the Director General of Railroads for decision, and upon which submission Decision No. 15 was rendered, stating that the employees in question were stationary engineers and should be classified and paid as stationary engineers under section 2, Article II of Supplement No. 7 to General Order No. 27.

This decision apparently was never applied by the carrier, as the rate paid these men prior to the issuance of Decision No. 2 of the Labor Board was \$103 per month, while the minimum rate specified in Supplement No. 7 to General Order No. 27 for stationary engineers was \$110 per month.

The evidence further indicates that subsequent to the issuance of Decision No. 2 a conference was held between representatives of the employees and representatives of the carrier at which conference the carrier offered to establish a rate of \$110 per month for the positions in question, to which would be added the increases specified in Decision No. 2 for pumper and pumper engineers, viz., 8½ cents per hour, but that this proposition was rejected by the employees, they contending that the decision of the Director General of Railroads established the classification of stationary engineers and that the rate applicable to that class under Supplement No. 7 to General Order No. 27 plus the increase specified in section 1, Article VIII of Decision No. 2, should apply to employees of that classification.

*Decision.*—The increases specified in Decision No. 2 were to be added to the rates established by or under the authority of the United States Railroad Administration. Therefore, in view of the fact that the Director General of Railroads decided that the employees in question were stationary engineers within the meaning and intent of Supplement No. 7 to General Order No. 27, the Labor Board decides that the increases specified in Decision No. 2 should be added to the rate of pay established by the United States Railroad Administration for stationary engineers.

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DECISION NO. 353.—DOCKET 655.

*Chicago, Ill., November 4, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Cleveland, Cincinnati, Chicago & St. Louis Railway Co.

*Question.*—Was George Alf entitled to overtime for the first shift worked in the car department after exercising his seniority rights as outlined below?

*Statement.*—Written evidence was filed in connection with this dispute and was supplemented by oral presentation before Bureau No. 2 of the Labor Board.

The evidence indicates that Mr. Alf was employed as second-trick tender repairman in engine house at Sharon and was laid off October 12, 1920, account of reduction in force in the locomotive department; that he held seniority rights as a carman at Sharon terminal and

exercised his seniority by accepting a position in the car department on October 13 on the first shift. The hours of service in the locomotive department were from 3 p. m. to 11 p. m., and in the car department from 7 a. m. to 3.15 p. m., exclusive of lunch period.

Rule 13 of the national agreement covering shop employees reads as follows:

Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred.

*Decision.*—The rule in the national agreement makes no distinction as to whether or not the employee is transferred at the instance of the carrier or of his own accord.

The Labor Board, therefore, decides that overtime rate in accordance with the above rule should have been allowed George Alf for the first shift of the above-referred-to change.

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DECISION NO. 354.—DOCKET 657.

*Chicago, Ill., November 4, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Louisville & Nashville Railroad Co.

*Question.*—Proper seniority datum of maintenance of way employees as between the different classes in that department; that is, whether under the rules of the national agreement a man's seniority begins anew upon each promotion, or is it cumulative over his full unbroken service period beginning with the date of his original employment in the subdepartment to which he is attached.

*Statement.*—A joint submission was filed in this dispute, both sides fully setting forth their respective positions. The agreed statement of facts is as follows:

The specific case arising under the above question is that of A. C. McSween, who was employed as an extra gang foreman on the Pensacola Division on September 7, 1918. He continued in that capacity until December 15, 1920, when his gang was abolished. Mr. McSween thereupon took a leave of absence extending until March, 1921. About March 20 he made request on his roadmaster to be allowed to displace a section foreman junior in service to him merely as a foreman, but whose unbroken service in the subdepartment antedated that of Mr. McSween. In view of the construction put upon the seniority rules of the national agreement by the railroad company, this claim was denied. However, as the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers contended that the seniority rules should be otherwise applied, the railroad company was willing to grant this request, as it considered that the seniority rules were primarily between the men themselves and was willing to handle it as they desired, provided that the railroad company would not thereby be penalized. Mr. McSween, however, was unwilling to assume the position on this basis without being allowed back pay for the full time that he was out of the service.

*Decision.*—The contention of the employees is denied.

This decision is not to be construed as being applicable to rules or understandings mutually agreed to subsequent to the issuance of Decision No. 119.

## DECISION NO. 355.—DOCKET 664.

*Chicago, Ill., November 4, 1921.***United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad Co.**

*Question.*—Proper rate of pay for section laborers for time worked in wrecking service on Sunday.

*Statement.*—Certain section laborers at Dupo, Ill., were called to a wreck on Sunday, December 26, 1920, north of Conlogue, a station on the Illinois Division of the Missouri Pacific Railroad, and worked from 8 a. m. until 6 p. m. on the above date. They were compensated for same at pro rata rate for the first eight hours, and at time and one-half rate for the remainder of the time held on duty.

*Employees' position.*—It is the contention that employees mentioned herein are entitled to punitive overtime rate for all services rendered on Sundays, which is in keeping with the latter paragraph of section (a 5) and (a 6) of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers. Similar claims have been allowed by the Missouri Pacific management on various occasions, and the employees' representatives are unable to understand why these claims have been denied at recent date.

*Carrier's position.*—On Saturday afternoon the foreman of section 31 at Dupo, Ill., notified certain members of his gang to report at 8 a. m., Sunday, December 26, 1920, for the purpose of performing certain work incident to picking up wreck. The gang worked, with time under pay for meal, from 8 a. m. to 6 p. m., for which they were paid eight hours at pro rata rate and two hours at time and one-half. The carrier contends that they were correctly paid in line with the first paragraph of section (a 5), Article V, of the national agreement between the Director General of Railroads and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers:

Sunday work, full-day period—(a 5). Except as otherwise provided in these rules, time worked on Sundays and the following holidays: New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular week-day assignment are worked.

*Decision.*—Claim of the employees is denied.

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## DECISION NO. 356.—DOCKET 739.

*Chicago, Ill., November 4, 1921.***Brotherhood Railroad Signalmen of America v. New York Central Railroad Co.**

*Question.*—Rate applicable to signal department helper assigned temporarily as assistant signal maintainer.

*Statement.*—On October 16, 1920, W. E. Wangler, signal department helper, was assigned temporarily to fill the position of assistant signal maintainer and continued to fill that position until November 27, 1920, on which date another assistant signal maintainer resigned

and Mr. Wangler was permanently continued in the position of assistant signal maintainer.

Section 23, Article II, of the national agreement promulgated by the United States Railroad Administration, reads as follows:

When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate his rate will not be changed.

Section 2, Article V, of the same agreement reads as follows:

Employees promoted to the position of assistant\*signalman or assistant signal maintainer after the effective date of this agreement, in accordance with section 3, Article I, shall be paid 49 cents per hour for the first six months, with an increase of 2 cents per hour for every six months thereafter until they have completed four years' service in accordance with paragraph b, section 3, Article I.

The assistant signal maintainer whose position was temporarily filled by Mr. Wangler received 70 cents per hour, based upon his years of experience. Mr. Wangler was paid at the rate of 62 cents per hour while temporarily filling the position of the assistant signal maintainer, this being the minimum rate for assistant signal maintainers for the first six months' service. Upon the resignation of an assistant signal maintainer Mr. Wangler was permanently assigned to that position, being continued at the rate of 62 cents per hour, which is the starting rate for the position.

*Employees' position.*—The position of the employees has been summarized as follows:

It is the position of the employees that when a helper is temporarily assigned to fill the place of assistant signal maintainer he should be paid the rate applying to the employee whose position he fills, regardless of his years of experience; and they therefore contend that Mr. Wangler should have been paid the rate of 70 cents per hour while filling the position of an employee who was so rated.

*Carrier's position.*—The carrier's position is summarized as follows:

The carrier contends that it has complied with the meaning and intent of the national agreement, as the helper in question had no experience as an assistant signal maintainer; that had he been promoted to a regular position at the time he was temporarily assigned his rate of pay would have been 62 cents per hour under the provisions of the national agreement, which rate was allowed; and that in selecting the employee from the helper's class to fill the position they virtually gave him an opportunity to prove his ability and aptitude for a permanent position as assistant signal maintainer.

The carrier further contends that it is neither consistent nor reasonable to pay an employee a higher rate of pay when engaged in filling a position temporarily than the same employee would receive if the position were assigned permanently.

*Decision.*—Based upon its construction of the rules above referred to, the Labor Board decides that a signal department helper assigned temporarily to fill the position of assistant signal maintainer should have received for said temporary assignment the same rate of pay allowed the employee permanently assigned to the position, but that when a permanent assignment to the position of assistant signal maintainer is made, the rate established by section 2, Article

V. of the national agreement between the United States Railroad Administration and the Brotherhood of Railroad Signalmen of America should apply.

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DECISION NO. 357.—DOCKET 771.

*Chicago, Ill., November 4, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Minneapolis & St. Louis Railroad Co.

*Question.*—There has been duly filed with the Labor Board application for decision in connection with dispute alleged to exist between the above-named parties with reference to the negotiations of rules and working conditions pursuant to the provisions of Decision No. 119. The questions in dispute are—

(a) Has the system federation representing the Federated Shop Crafts the right to negotiate an agreement covering employees performing mechanics' work and their helpers in the maintenance and repair of water-service equipment, coal-chute machinery, scale work, etc., coming under the jurisdiction of the bridge and building department of the above-named railroad?

(b) If the above is conceded, has the Federated Shop Crafts the right to include rules governing such mechanics and helpers in the bridge and building department and maintenance of way department in the agreement with the railroad?

*Statement.*—Written evidence was submitted by the respective parties and oral hearing conducted in connection with this case. It developed at said hearing that the question of jurisdictional right to represent the employees above referred to had been settled between the interested organizations whereby the right of representation was conceded to the Federated Shop Crafts, and the carrier was so notified.

The carrier contended that it was not their understanding that an employee by virtue of belonging to a certain organization is automatically placed in that class or craft, but, on the other hand, it is their understanding that his craft or class is determined by the department in which he is employed; and further contended that pump repairers or so-called water-service men are a part and parcel of the bridge and building department of this carrier and should be so considered, for which class of employees the committee representing the maintenance of way employees and railway shop laborers furnished representation for the majority.

Regarding the second question above, it is indicated that the employees endeavored to submit this question to the Labor Board separate from the submission on rules and working conditions, but were unable to get the carrier to become a party to a joint submission on that particular question, the carrier contending that the matter should be held in abeyance and submitted with rules.

*Decision.*—(a) The evidence clearly indicated that question (a) involved jurisdiction between organizations; this question has been decided and there is, therefore, no necessity for further action on the part of the Labor Board,

(b) There being no question as to the system federation representing a majority of each craft or class, the Labor Board decides that the agreement between the Federated Shop Crafts and the carrier shall, if said federation so elects, cover and apply to all employees comprised in said class or crafts employed in the maintenance of way department and the signal and telegraph department, as well as the maintenance of equipment departments; provided this decision shall not operate to prevent the negotiation of such special rules for said maintenance of way and signal and telegraph departments as are necessary for the economical operation of said departments and peculiarly applicable to the nature of the work and the condition surrounding it in said departments as distinguished from the more highly specialized work of the maintenance of equipment department.

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**DECISION NO. 358.—DOCKET 779.**

*Chicago, Ill., November 4, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad Co.**

*Question.*—Shall fire cleaners at Grand Pass, Mo., who are receiving  $4\frac{1}{4}$  cents per hour less than fire cleaners at terminals on the Eastern Division of the Missouri Pacific Railroad, which differential was previously established, be paid the same rate as the fire cleaners employed at said terminals?

*Decision.*—No.

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**DECISION NO. 359.—DOCKET 501.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System.**

*Question.*—Request for reinstatement of E. D. Bates, warehouse clerk, dismissed from the service October 15, 1920.

*Decision.*—Request of employees is denied.

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**DECISION NO. 360.—DOCKET 537.**

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Bulletining of certain positions in regional accounting department, Chattanooga, Tenn.

*Statement.*—In June, 1920, the rates of pay of several positions in the agency accounts' section, regional accounting department, Chattanooga, Tenn., were increased by the carrier, and said positions were not bulletined.

The employees state that rule 15 of the agreement between the employees and the carrier, effective February 15, 1920, provides that, except where changes in rates result from negotiations for adjustments of a general character, the changing of a rate of a specified position for a particular reason shall constitute a new position. The employees contend that the increases in rates of the positions in question were not the result of negotiations for adjustment of a general character and that the positions should have been bulletined in accordance with rule 10 of the agreement.

The carrier states that the rates of pay of several positions in the office in question were increased as stated above and were not bulletined. It is claimed that these increases were made in conjunction with general increases granted employees in express service throughout the country where economic conditions made increases necessary; furthermore, that these increases were made for the purpose of retaining the service of certain employees on the positions in question, and that no protest has been made by the clerks' organization with reference to the increases, nor has any application been received from any employee in the office for the positions increased. The carrier contends that to comply with the employees' requests would require the bulletining of thousands of positions in express service, which were affected by the general increases made during the early part of the year 1920, and would cause an impairment of the service and constitute a disruption of seniority rules.

The records of the Labor Board show that during the period January to August, 1920, general increases were granted to employees in the express service throughout the country for the purpose of retaining in the service employees who were being attracted to more remunerative employment elsewhere. It further appears that the positions involved in this dispute were increased in the month of June, 1920, and that no protest was filed with the carrier in regard to bulletining the positions increased until the month of October of that year.

*Decision.*—Request of the employees is denied.

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DECISION NO. 361.—DOCKET 544.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Shall the increases granted to employees in express service at Hartford, Conn., under Article II of Decision No. 3, be added to the rates in effect 12.01 a. m., March 1, 1920, or shall the increases be added to rates which include increases granted by the carrier after that date?

*Statement.*—Article II of Decision No. 3 reads in part as follows:

For each of the hereinafter-named classes add the following amounts per hour to the rates of pay in effect 12.01 a. m., March 1, 1920, provided that increases in rates of pay made since March 1, 1920, where such increases were made for the purpose of adjusting inequalities, will be preserved and the increases herein established added thereto.

During the month of March, 1920, employees in express service at Hartford, Conn., received increases of from \$5 to \$10 per month.

The employees contend that the increases granted after March 1, 1920, were for the purpose of adjusting inequalities within the meaning and intent of the language of Decision No. 3, above quoted, and that the increases granted by Decision No. 3 should have been added to the rates established after March 1, 1920, which included said increases.

The carrier states that the increases granted by Decision No. 3 were added to the rates of pay in effect March 1, 1920, and contends that the increases granted after March 1, 1920, were not for the purpose of adjusting inequalities, but, on the contrary, were made to retain employees who had threatened to leave the service if increases were not granted. The carrier further contends that there is no fixed relationship between positions in express service at Hartford, Conn., and positions at other towns in the district in which Hartford is located, and that the term "adjusting inequalities" as used in Decision No. 3 has reference solely to inequalities in rates of pay of positions in the same office or on the same messenger run.

The Labor Board does not consider the increases granted employees in express service at Hartford, Conn., referred to in this dispute, as increases made for the purpose of adjusting inequalities within the meaning and intent of Article II of Decision No. 3.

*Decision.*—The Labor Board decides that the increases granted under Article II of Decision No. 3 shall be added to the rates of pay for the employees in express service involved in this dispute, in effect at 12.01 a. m., March 1, 1920.

Claim of the employees is therefore denied.

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#### DECISION NO. 362.—DOCKET 545.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Request that senior applicant be assigned to position in another seniority district.

*Statement.*—On September 7, 1920, position of waybill sorter was posted in the district accounting bureau, St. Louis, Mo. On September 14, 1920, Rose Landgraf and Eva Schertz filed application for the position. On the same date the position was awarded to Laura A. Beavers. At the time Miss Landgraf and Mrs. Schertz made application for the position they were both out of the service on account of reduction in force, but Miss Beavers was holding a position in the carrier's service at another point. None of these employees were employed in the seniority district in which the position was bulletined.

The employees contend that an assignment was made to the position in question before the expiration of the 10-day period provided in rule 10 of the agreement between the employees and the carrier, effective February 15, 1920; furthermore, that Miss Landgraf and Mrs. Schertz had sufficient fitness and ability for the position for

which they applied, and in accordance with the provisions of rule 21 of the agreement, they should have been given preference over Miss Beavers.

The carrier states that the position in question was one recently created in a new seniority district, none of the employees involved in this dispute possessing any seniority rights in that district. The carrier contends that the only obligation on their part with respect to the appointment was to give employees preference over nonemployees, and this requirement was fulfilled in the appointment of Miss Beavers to the position.

Rule 21 of the agreement between the employees and the carrier, effective February 15, 1920, reads as follows:

Filing applications.—Employees filing applications for positions bulletined on other districts or on other rosters will, if they possess sufficient fitness and ability, be given preference over nonemployees.

The employees admit that none of the employees referred to in this dispute held seniority rights in the seniority district in which the position in question was posted. The employees assigned to the position in question had previously held a position in the carrier's service at another station which was abolished upon the establishment of the district accounting bureau at St. Louis, Mo.

*Decision.*—Claim of the employees is denied.

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#### DECISION NO. 363.—DOCKET 548.

*Chicago, Ill., November 4, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Shall the increases granted to employees in the express service at Lancaster, Pa., under Article II of Decision No. 3 be added to the rate in effect at 12.01 a. m., March 1, 1920, or shall the increases be added to the rates in effect March 15, 1920, which include increases granted to said employees after March 1, 1920?

*Statement.*—Article II of Decision No. 3 reads as follows:

For each of the hereinafter-named classes add the following amounts per hour to the rates of pay in effect 12.01 a. m., March 1, 1920, provided that increases in rates of pay made since March 1, 1920, where such increases were made for the purpose of adjusting inequalities, will be preserved and the increases herein established added thereto.

Effective March 15, 1920, rates of pay of employees in express service at Lancaster, Pa., were increased from \$5 to \$10 per month. The increases granted by Decision No. 3 were applied to the rates in effect 12.01 a. m., March 1, 1920, and absorbed the increases granted March 15, 1920.

The employees state that the increases effective March 15, 1920, followed a conference between representatives of the carrier and the employees in express service at Lancaster, Pa., at which the employees presented a petition stating that if their salaries were not increased or adjusted to rates paid at other towns they would resign from the service. They contend that the representative of the carrier informed them at the time the increases effective March 15,

1920, were made, that these increases were for the purpose of adjusting inequalities or to correct misapplication of previous wage awards, and that the increases granted by Decision No. 3 should be added to the rates of pay in effect March 15, 1920, instead of 12.01 a. m., March 1, 1920.

The carrier contends that the increases effective March 15, 1920, were solely for the purpose of retaining the employees in the service and to avoid a strike, and that they were not increases made for the purpose of adjusting inequalities, as they have never recognized any fixed relationship between the employees at one station and those at another.

The Labor Board does not consider the increases granted to the employees in express service at Lancaster, Pa., effective March 15, 1920, to be increases made for the purpose of adjusting inequalities within the meaning and intent of the language of Article II of Decision No. 3, herein quoted.

*Decision.*—The Labor Board decides that the increases granted under Article II of Decision No. 3 shall be added to the rates of pay of the employees in express service at Lancaster, Pa., in effect 12.01 a. m., March 1, 1920.

Claim of the employees is therefore denied.

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#### DECISION NO. 364.—DOCKET 498.

*Chicago, Ill., November 5, 1921.*

**American Train Dispatchers Association v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Request for reinstatement of C. L. Kinner, who was dismissed from the service October 30, 1920.

*Decision.*—Basing this decision on the evidence before it, including proceeding of hearing, the Labor Board decides that request for reinstatement of employee in question is denied.

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#### DECISION NO. 365.—DOCKET 512.

*Chicago, Ill., November 5, 1921.*

**Order of Railroad Telegraphers v. Louisville & Nashville Railroad Co.**

*Question.*—Dispute regarding the right of the carrier to abolish positions of telegraph operators at Paris, Ky.

*Statement.*—At Paris, Ky., there were employed five telegraph operators who performed the telegraph and telephone work in the telegraph office and the dispatchers' office located in the same building. On February 10, 1921, four of these positions were abolished. The remaining operator was assigned to service from 7.45 a. m. to 4.45 p. m., and the train dispatchers were thereafter required to handle all telegraph work outside of the hours of the remaining

telegraph operator's assignment and some telegraph work during the period of the operator's assignment.

The employees state that the telegraphing performed by the telegraphers at the station named consisted of the transmission of messages pertaining to the general business of the carrier—such as coal reports, car and engine reports, consists, ticket and freight rate inquiries, embargoes, reservations, and other telegrams exchanged between the division officials and the local officials. It is claimed that the telegraphing above described has been assigned to the train dispatchers.

The employees contend that the transfer of work of telegraph operators to employees in other branches of the service for the purpose of relieving telegraphers is in conflict with the provisions of the agreement between the employees and the carrier, and request that the positions of such of them as may now be necessary to meet the requirements of the service be restored.

The carrier states that Paris, Ky., was formerly a division terminal for freight trains. The telegraphers at that point were required to handle the various reports and messages incident to terminal activities, and also assisted the dispatchers who were located on the floor above the telegraph office in the same building. At present the only telegraphing done is that pertaining to business handled by the division officers at that point. There is a telegraph office in the freight station where all of the telegraph business pertaining to the agency is handled.

The carrier contends that business on the division with headquarters at Paris, Ky., decreased sufficiently to enable the train dispatchers to perform without assistance all telegraphing incident to the operation of trains, and that since the terminal work was discontinued the only messages handled by telegraph are those exchanged between the superintendent, trainmasters, chief dispatchers, and local officials, and this telegraphing does not require the service of more than one operator. The carrier therefore reduced the force commensurate with the actual requirement of the service, and claims that this action is not in conflict with any order or agreement governing the service in which employees involved in this dispute are engaged.

*Decision.*—Request of the employees is denied.

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#### DECISION NO. 366.—DOCKET 550.

*Chicago, Ill., November 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway Co.

*Question.*—Request for reinstatement of J. Lee Logsdon, dismissed from the service September 10, 1920.

*Decision.*—Basing this decision on the evidence before it, including proceedings of hearing, the Labor Board decides that request for reinstatement of the employees in question is denied.

## DECISION NO. 367.—DOCKET 564.

*Chicago, Ill., November 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Employees v. Western Maryland Railway Co.**

*Question.*—Request that senior applicant be assigned to position in another seniority district.

*Statement.*—On October 7, 1920, position of mail carrier, Elkins, W. Va., was bulletined. No applications for this position were received from employees on the clerks' seniority roster in the seniority district in which the position was posted. However, an employee in the store department and another in the car department applied for same. The position was awarded to the employee in the car department.

The employees contend that the position should have been awarded to the employee in the store department for the reason that he was older in the service than the employee in the car department and that he was employed in a department in which the provisions of the clerks' national agreement applied, whereas the employee in the car department was engaged in service governed by rules of an agreement with another class of employees. The employees claim that rule 24 of the clerks' national agreement provides that employees filing application for positions bulletined in other seniority districts should, if they possess sufficient fitness and ability, be given preference over nonemployees. The employees construe this rule to require the appointment of an employee in a department in which the provisions of the clerks' national agreement apply, in preference to employees working in other departments under the provisions of agreements with other organizations.

The carrier states that when the position of mail carrier was bulletined no applications were received for same from any employee on the clerks' seniority roster on which it was posted, and contends that the assignment of the position to the employee in the car department who made application for same was not in conflict with the rules of the clerks' national agreement.

It appears that when the position of mail carrier was bulletined two applications were received—one from an employee in the car department and another from the employee in the store department. The employee in the store department was older in the service, but the position was awarded to the employee in the car department. Neither of these employees had any seniority rights in the seniority district in which the position of mail carrier was bulletined.

Rule 24 of the clerks' national agreement reads as follows:

Employees filing applications for positions bulletined on other districts or on other rosters will, if they possess sufficient fitness and ability, be given preference over nonemployees.

*Decision.*—Claim of the employees is denied.

## DECISION NO. 368.—DOCKET 641.

*Chicago, Ill., November 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Is the position held by John Melvin a clerical position as defined in rule 4, Article II, of the clerks' national agreement?

*Statement.*—Mr. Melvin is employed in the Rankin Tract passenger yard, St. Louis, Mo., and is classified and paid as a car cleaner.

The employees state that his duties consist of keeping reports and accounts, writing and transcribing repair statement, and performing similar work for a period averaging five hours per day regularly; and contend that his position is one which should be designated as a clerical position, in accordance with the provisions of rule 4, Article II, of the clerks' national agreement.

The carrier states that at the passenger yard above named there are employed approximately 120 coach cleaners. The number of cars handled per day is approximately 155, and an average of 124 of these cars are handled on the first shift. There is one coach cleaner on the first shift required to record the atmospheres of gas in the containers of each passenger car upon arrival at the passenger yard, and also to record the amount of gas supplied to such cars. In addition to this work the employee makes a check of minor repairs to Pullman cars handled by the repair forces, which consumes from 45 minutes to 1 hour each day. The carrier further states that Mr. Melvin was employed as a coach cleaner and has never been classified as a clerk, and contends that the work performed by him should no more change his occupation or classification than the recording of certain information by conductors, yard foremen, car inspectors, etc., should place such employees under the provisions of the clerks' national agreement.

*Decision.*—The evidence before the Labor Board shows that John Melvin devotes more than four hours a day to clerical work as defined in rule 4, Article II, of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The position of the employees is therefore sustained.

## DECISION NO. 369.—DOCKET 674.

*Chicago, Ill., November 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.**

*Question.*—Request for equalization of rates of pay of two positions in the settlement department, Indianapolis, Ind.

*Statement.*—In the department in question there are two employees who received, prior to the application of Decision No. 3, \$132.64 and \$152.64 per month. Prior to September 1, 1920, both employees were designated as settlement clerks, but since that date the lower-rated employee has been designated on the pay roll as assistant settlement clerk.

The employees contend that the work of the two positions is identical, and that the rates of same should be equalized in accordance with section (b), Article I, of Supplement No. 19 to General Order No. 27, issued by the United States Railroad Administration.

The carrier contends that Supplement No. 19 does not provide for the equalization of rates of employees doing the same class of work, but only of employees doing the *same* work. Furthermore, that the higher rate is paid to an employee who was formerly cashier, and whose position was abolished in the consolidation of the express companies at that point. Therefore, the payment of the higher rate is for a special or extraordinary reason within the meaning and intent of section (b), Article I, of Supplement No. 19 to General Order No. 27.

Section (b), Article I, of Supplement No. 19 to General Order No. 27, reads as follows:

Where two or more employees are assigned to the same agency, or messenger run, and performing the same general duties at different rates of pay, the pay of the position as of January 1, 1918, mentioned in section (a) shall be assumed to be the highest standard wage paid by any of the express companies succeeded by the American Railway Express Co. for that position, it being the intent to equalize the rates of pay for the same work at the same agency, or upon the same messenger run, \* \* \*. "Higher standard wage" as aforesaid shall not be held to apply to cases where a particular employee or group of employees has received, for some special or extraordinary reason, wages in excess of the going rate for service of similar scope and responsibilities.

It appears from the evidence before the Labor Board that at the time of the consolidation of the various express companies at Indianapolis the employee who, prior to application of Decision No. 3, was paid the rate of \$152.64 was engaged as a cashier for one of the express companies, and rather than reduce his rate of pay he was assigned to the settlement department, where he continued at his old rate. The evidence before the Labor Board shows that the two employees involved in this dispute are not performing the same work at the same agency within the meaning and intent of the provisions of section (b), Article I, of Supplement No. 19 to General Order No. 27, above quoted.

*Decision.*—Request of the employees is denied.

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#### DECISION NO. 370.—DOCKET 675.

*Chicago, Ill., November 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Was the position held by Miss Albertson in the superintendent's office, Nashville, Tenn., included within the scope of the agreement between the employees and the carrier, effective February 15, 1920, as defined in rule 1 of Article I thereof?

*Statement.*—During the period of Miss Albertson's employment, which terminated November, 1920, her position was classified on the pay roll as clerk and stenographer.

The employees state that in the office in question there are employed, in addition to the chief clerk and secretary to the superin-

tendent, a pay-roll clerk, two miscellaneous clerks, and two stenographers; and contend that under the provisions of the agreement effective February 15, 1920, there should be only two personal-office-force positions in the office in question—namely, the chief clerk and one private stenographer. It is claimed that the work performed by Miss Albertson consisted of checking pay-roll accounts and was not of a confidential nature which could be construed to come within the scope of the term "personal office force" within the intent of the agreement.

The carrier states that the position held by Miss Albertson was that of stenographer and clerk in the superintendent's office at Nashville, Tenn., and contends that her position was properly excepted from the provisions of the agreement effective February 15, 1920, by exception (b), rule 1 of Article I thereof.

Exception (b), rule 1 of Article I of the agreement between the employees and the carrier, effective February 15, 1920, reads as follows:

This agreement shall not apply to chief clerks or certain supervisory agents, or to the personal office forces of such officials as superintendents, their equals or superiors in official rank \* \* \*.

Personal office forces will vary according to the organization of the departments and offices involved; therefore, the positions constituting personal office forces can not be designated for all departments and offices. They include positions of a direct and confidential nature, and it is the intent that the duties and responsibilities shall govern. The appointing officer shall be the judge, subject to appeal, as provided in Article No. III, in the event of questions arising as to the justification for classification.

The exception to rule 1 of Article I of the agreement above quoted provides that personal office forces will vary according to the organization of the departments and the offices involved. It does not limit the number of excepted positions in the offices of superintendents, similar or higher officials; it does provide that the appointing officer shall be the judge of what positions shall be construed as personal office force, and for an appeal to higher officers of the carrier in the event of questions arising as to the justification for the classification.

*Decision.*—The Labor Board decides that the position held by Miss Albertson in the superintendent's office at Nashville, Tenn., did not come within the scope of the agreement between the employees and the carrier, effective February 15, 1920, as defined in rule 1 of Article I thereof.

Claim of the employees is therefore denied.

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#### DECISION NO. 371.—DOCKET 676.

*Chicago, Ill., November 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.

*Question.*—Request for equalization of rate of position of assistant paymaster with rate of position of bookkeeper at Philadelphia, Pa.

*Statement.*—At the station in question the assistant paymaster received, prior to the application of Decision No. 3, \$107.50 per month. The bookkeeper at the same station received prior to the application of said decision \$125 per month.

The employees contend that the duties performed by the assistant paymaster are practically the same as those of position of bookkeeper, and that under the provisions of Article I of section (e), supplement No. 19 to general order No. 27 of the United States Railroad Administration, the rate of said position should be the same as that of the position of bookkeeper.

The carrier states that the rates of the two positions involved in this dispute have been properly adjusted in accordance with all orders, supplements, agreements, and decisions applicable thereto, and contends that the work of the position is not the same work within the meaning and intent of the section and article of the supplement above referred to.

Section (e), Article I of supplement No. 19 to general order No. 27, reads as follows:

The wages for new positions as created shall be in conformity with the wages for positions of similar kind or class (1) at the agency where created if there is a position of similar kind or class, or (2) if none the seniority department or district established under the provisions of section (b), Article XI of this order, shall govern.

The evidence shows that the position of assistant paymaster was created in the month of November, 1919, during the period of Federal control. The employees contend that the work of this position was at that time relatively the same as that of the bookkeeper, and that the rate of same should have been established in conformity with the rate of position of bookkeepers, which is a position of similar kind or class at the agency where created.

The employees contend that the disparity still exists and request equalization in accordance with section (b), Article I, of supplement No. 19, to general order No. 27, which reads as follows:

Where two or more employees are assigned to the same agency or messenger run and performing the same general duties at different rates of pay the pay of the position as of January 1, 1918, mentioned in section (a) shall be assumed to be the highest standard wage paid by any of the express companies succeeded by the American Railway Express Co. for that position, it being the intent to equalize rates of pay for the same work at the same agency or upon the same messenger run, \* \* \*. "Highest standard wage," as aforesaid, shall not be held to apply to cases where a particular employee or group of employees has received, for some special or extraordinary reason, wages in excess of the going rate for service of similar scope and responsibilities.

The Labor Board construes section (b), Article I, of supplement No. 19 to general order No. 27, above quoted, to provide for the equalization of rates of pay for the same work at the same agency. The evidence in this case indicates that the work of the two positions in question is not the same work within the meaning and intent of section (b), Article I, of supplement No. 19 to general order No. 27.

*Decision.*—Request of employees is therefore denied.

## DECISION NO. 372.—DOCKET 762.

*Chicago, Ill., November 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of J. E. Manion for position of apron tender, Oakland Pier passenger station.

*Statement.*—Mr. Manion was employed as baggage and mail handler at Oakland Pier passenger station in August, 1917. In November, 1919, he was assigned to position of apron tender in place of a regular employee who was absent account sickness. In February, 1920, the regular apron tender died; and Mr. Manion continued on the position until February, 1921, when he was displaced by Mr. O'Connor, an apron tender whose position was abolished account of reduction in force.

It appears that Mr. Manion filled the position of apron tender satisfactorily for a period of 14 months. The employees contend that he should have been permitted to exercise his seniority over an apron tender junior to himself when displaced by an apron tender senior in the service and request that he be restored to the position of apron tender and paid the rate thereof from February 5, 1921.

The carrier states that Mr. Manion was employed as a station trucker. In July, 1919, he is said to have sustained an injury which prevented him from performing the duties of his position of trucker and, after a period of idleness, made request for light employment. A position of apron tender was temporarily vacant, and he was assigned to it in November, 1919. When the vacancy became permanent in February, 1920, he was permitted to remain on the position. In February, 1921, the force at Oakland Pier passenger station was reduced, and the carrier made an investigation to determine if Mr. Manion was physically fit to return to his position of trucker. As a result of this investigation Mr. Manion was instructed to return to that position. The carrier contends that Mr. Manion was never formally assigned to the position of apron tender and that there is no rule in the clerks' agreement under which he is entitled to exercise his seniority to displace the junior employee.

*Decision.*—Position of the employees is sustained.

## DECISION NO. 373.—DOCKET 633.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Atchison, Topeka & Santa Fe Railway System.**

*Question.*—Request for reinstatement of H. P. Mathews.

*Decision.*—Basing this decision upon the evidence before it, including proceedings of hearing conducted on November 4, 1921, the Labor Board decides that request for reinstatement is denied.

## DECISION NO. 374.—DOCKET 402.

*Chicago, Ill., November 19, 1921.***Order of Railroad Telegraphers v. Chicago, Rock Island & Pacific Railway Co.**

*Question.*—Claim of telegrapher who is not regularly assigned to Sunday service for compensation under the overtime and call rules of agreement between employees and carrier for work performed on Sunday in place of another employee.

*Statement.*—The employee involved in this dispute is assigned to position of telegraph operator, Kansas City, Mo., 9.30 a. m. to 5.30 p. m., daily, except Sunday, at rate of 74½ cents per hour. On Sunday, July 25, 1920, the second-trick wire chief, assigned to duty from 4 p. m. to midnight, daily, including Sundays, and paid at rate of 87½ cents per hour, laid off on account of the serious illness of his son. The telegrapher assigned to week-day service was required to work in place of the wire chief from 4 p. m. to midnight on this date and was paid for this service at the straight-time rate of the position of the wire chief, namely, 87½ cents per hour.

The working conditions of employees in telegraph service are governed by an agreement between the carrier and telegraphers effective March 1, 1920.

The employees claim that the only rule of the agreement which covers compensation for work performed on Sundays and holidays where the time worked is less than the regular limits of the week-day assignment, or for time worked before or after the limits of the week-day assignment, is article 4 (*m*) of the agreement, reading as follows:

(*m*) When notified or called to work on Sundays and the above specified holidays a less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees shall be paid a minimum allowance of two hours at overtime rate for two hours' work or less, and at the pro rata hourly rate after the second hour of each tour of duty. Time worked before or after the limits of the regular week-day assignment shall be paid for in accordance with sections (*b*) and (*c*).

The employees contend that under the rule above quoted the telegrapher in question is entitled to compensation under the call rule of the agreement for the period 4 p. m. to 6 p. m. and under the overtime rule for the period 6 p. m. to midnight.

The carrier states that in this instance an emergency existed, and there being no extra employees in telegraph service available in the Kansas City office it was necessary to require a regularly assigned telegraph operator to meet the emergency, and he was compensated for the service performed at the rate of the position he filled, which was 13½ cents an hour higher than the rate of the position to which he was regularly assigned. The carrier contends that the only rule of the agreement effective March 1, 1920, which governs pay for relief work performed by regularly assigned telegraphers is section (*f*) of article 19, reading as follows:

(*f*) Regularly assigned telegraphers will not be required to perform relief work except in cases of emergency, and when required to perform relief work and in consequence thereof suffer a reduction in their regular compensation shall be paid an amount sufficient to reimburse them for such loss, and in all cases they will be allowed \$2 per day for expenses while away from their regular assigned stations.

Section (f) of article 19 of the agreement above quoted provides that where regularly assigned telegraphers are required to perform relief work they shall be reimbursed for any loss in salary sustained as a result of performing such work, and in the case in question the telegrapher received the rate of the position of wire chief, which was  $13\frac{1}{2}$  cents an hour higher than the rate of his own position.

The carrier further contends that section (m) of article 4, referred to by the employees, covers overtime worked by employees in connection with their regularly assigned positions, and does not cover relief service referred to in section (f) of article 19; furthermore, that Supplement No. 13 to General Order No. 27, upon which the agreement between the employees and the carrier, effective March 1, 1920, is predicated, clearly provides that it is not the intention to apply corrective punitive provisions to emergency conditions.

*Decision.*—The position of the carrier is sustained.

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DECISION NO. 375.—DOCKET 502.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of W. G. Ide, transfer foreman, Kirkham Street freight sheds, Oakland, Calif., for pay for two weeks' vacation taken in the year 1920.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees does not contain any specific rule on the question of pay for time lost account sickness or vacation. However, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

The employees claim that prior to the period of Federal control it was the practice of the carrier to grant the employee involved in this dispute an annual vacation of two weeks with pay and to assign another employee to his position during his absence; and contend that in accordance with the past practice Mr. Ide is entitled to pay for the two weeks' vacation taken in the year 1920.

The carrier contends that it was not the past practice to grant annual vacation with pay to the employee in question, but that the practice was to grant this employee a vacation when arrangements could be made to take care of the duties of his position without additional expense, or when the work could be so arranged that Mr. Ide's duties could be handled by other employees in the freight house in conjunction with their own and without additional compensation. Furthermore, that in every instance of granting vacations the carrier

has the right to consider the circumstances in each case. In the year 1920 conditions at the station in which Mr. Ide is employed were such that it was impossible to grant him an annual vacation with pay without assigning another employee to his position at additional expense. Notwithstanding this, Mr. Ide elected to take his vacation and, another employee having been assigned to his position at additional expense to the carrier, he was not paid for his vacation period.

*Decision.*—The Labor Board decides that under the past practice the employee in question is not entitled to pay for the two weeks' vacation taken in the year 1920.

Claim of employees is therefore denied.

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DECISION NO. 376.—DOCKET 511.

*Chicago, Ill., November 19, 1921.*

**Order of Railroad Telegraphers v. Southern Pacific Lines in Texas and Louisiana.**

*Question.*—Claim of telegrapher regularly assigned to service from 4 p. m. to midnight for compensation at the rate of time and one-half for service performed from midnight to 8 p. m., November 7 to 11, inclusive, 1920.

*Statement.*—On November 7, 1920, the employee assigned to the third-trick position at Lufkin, Tex., became ill and so notified the chief dispatcher prior to 4 p. m. of that date. The telegrapher on the second-trick position was thereupon instructed not to go on duty at 4 p. m., but to report at 12 midnight, and work the third-trick position. The second-trick operator worked the third-trick position instead of his own from November 7 to 11, inclusive, and was paid therefor at the straight-time rate of the third-trick position.

The employees contend that the second-trick operator is entitled to compensation at the rate of time and one-half for the service performed on the third-trick position in accordance with section (c) of article 4 of the agreement between the employees and the carrier, which reads as follows:

(c) When notified or called to work outside of established hours, employees will be paid a minimum allowance of two hours at overtime rate.

The carrier states that the second-trick position is a straight telegraph position paid at the rate of 59½ cents per hour. The third-trick position is a combination telegraph and ticket position paid at the rate of 64½ cents per hour. When the employee on the third-trick position was required to be absent from duty from November 7 to 11, inclusive, the operator on the second-trick position was the only available employee qualified to handle the work of the third trick, and it was for this reason that he was required to lay off the second trick and report for service on the third trick.

It is claimed that section (c) of article 4, above quoted, applies only to compensation for calls outside of established hours, and is not applicable in this case; and, furthermore, that the only rule of the agreement which governs compensation for a regularly assigned employee required to work temporarily in place of another employee

on another assignment is section (a) of article 7, which reads as follows:

(a) Regularly assigned employees required to work temporarily at other than the regular station, office, or tower will, in addition to their regular pay, be reimbursed for any necessary additional expense incurred on account of the change, and will be paid at pro rata rate for any additional time required in traveling to and from the temporary assignment. If the temporary assignment pays a higher rate than their regular position, the higher rate will be allowed.

*Decision.*—Position of the carrier is sustained.

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DECISION NO. 377.—DOCKET 553.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway Co.**

*Question.*—Shall freight-house truckers at Hagerstown Junction be paid for work performed on days which they were notified in advance they would not be required to work?

*Decision.*—The evidence before the Labor Board in this case indicates that this alleged dispute covers a difference of opinion between the employees and the carrier as to the proper application of certain rules of the clerks' national agreement and rules agreed to between employees and the carrier May 4, 1920. It appears that no claims of a specific nature presented in accordance with the employees' understanding of the rules involved are pending for adjustment.

The case is, therefore, removed from the docket and the file closed.

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DECISION NO. 378.—DOCKET 555.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of Grace M. Lloyd, an employee in the chief dispatcher's office, Roseburg, Oreg., for vacation with pay.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, the rules of which govern the working conditions of employees in the class of service in which Miss Lloyd is engaged, does not contain any specific rule on the question of pay for sickness and vacation, but under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—Basing this decision upon the evidence before it, the Labor Board decides that under past practice the employee involved in this dispute is not entitled to vacation with pay.

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**DECISION NO. 379.—DOCKET 560.**

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Was the abolition of position of foreman and creation of position of stockman in the stationery store department, West Oakland, Calif., in conflict with the provisions of rule 84 of the clerks' national agreement?

*Statement.*—On October 11, 1920, the stationery store department, West Oakland, Calif., was reorganized. The position of foreman at rate of \$176 per month was abolished and a new position of stockman at the same rate of pay was created. The new position was bulletined for bid and assigned in accordance with the rules of the clerks' national agreement. As a result of the exercise of seniority rights by employees in the department in accordance with rule 27 of the clerks' national agreement covering abolition of positions, U. R. Dorrett, formerly assigned to position of foreman, was displaced and obliged to take a clerical position at a lower rate of pay.

The employees do not question the right of the carrier to reorganize the department but contend that the abolition of the position designated as foreman and the creation of position of stockman was unnecessary and that there has merely been a change of title of position covering relatively the same class of work.

The carrier states that the previous arrangement of the force was unsatisfactory and that in the interest of efficiency a reorganization was made. Under the present arrangement the supervision and responsibility are vested in the employees holding supervisory positions, and all of the detail and other work has been assigned to employees who are not required to exercise supervision. The carrier contends that the change was not made for the purpose of reducing the rate of pay of any position or evading the application of the rules of the clerks' national agreement.

It appears that prior to the reorganization of the department in question there was a storekeeper, general foreman, foreman, shipping foreman, and receiving foreman exercising supervision. These supervisory employees were also required to handle considerable work of a detail nature, and their authority and responsibility were not clearly defined. It was decided to relieve the supervisory employees of work which could be performed by other employees in the office and the general foreman, therefore, having duties of a supervisory character exclusively, no longer required the assistance of another foreman. The position of stockman was created for the purpose of taking over all work of which the supervisory employees could be relieved. The rate of the new position of stockman is the same as the rate of the position of foreman. When the change was made, all employees affected were permitted to exercise their senior-

ity rights in accordance with the provisions of the clerks' national agreement.

Rule 84 of the clerks' national agreement reads as follows:

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

*Decision.*—The Labor Board decides that all of the rules of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees were complied with in connection with the reorganization of the department in question and that there was no violation of rule 84 of said agreement.

The position of the carrier is therefore sustained.

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DECISION NO. 380.—DOCKET 563.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Claim of A. J. Ayearst, clerk in the office of the assistant to division superintendent, St. Thomas, Ontario, for work performed for the claim department of the above-named carrier.

*Decision.*—The employee in question being engaged in work outside of the boundaries of the United States and the Labor Board being of the opinion that the authority vested in it by the Transportation Act, 1920, does not extend beyond the territorial limits of the United States, the Labor Board decides that it has no jurisdiction in this dispute and the case is therefore removed from the docket and the file closed.

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DECISION NO. 381.—DOCKET 576.

*Chicago, Ill., November 19, 1921.*

**Order of Railroad Telegraphers v. Nashville, Chattanooga & St. Louis Railway (Nashville Terminals).**

*Question.*—Request that rate of pay of operator-leverman at Mayton, Tenn., be increased to rate formerly paid operator at south end of Radnor yard.

*Statement.*—The Mayton block and train order office is located at the south end of Radnor yard at the junction point of the tracks of the main line and the N. and D. Division. There are three operators assigned to shifts of eight hours each. The operator on the first shift is paid at the rate of 62½ cents per hour, and the operators on the second and third shifts are paid at the rate of 61½ cents per hour. These rates were established by the application of the orders of the United States Railroad Administration and Decision No. 2 of the Labor Board to the rates previously established by agreement between employees and carrier.

On June 23, 1919, a telegraph office was opened at the south end of Radnor yard, about 300 yards north of Mayton tower, for the purpose of holding outbound trains in the yard until the division was prepared to take them at the junction near Mayton tower. The operators on all three shifts in this office were paid at the rate of 68½ cents per hour. As a result of decrease in business and change in method of handling traffic, this plan did not prove advantageous and on December 16, 1920, the telegraph office at the south end of Radnor yard was closed.

The employees state that the work handled at the office at the south end of Radnor yard, which included train orders, consists, and certain other work incident to the arrival and departure of trains at Radnor yard, has been transferred to Mayton tower, and that additional levers have been installed in Mayton tower controlling signals governing yard movements.

The employees contend that in view of the fact that the operators at Mayton tower are required to perform work previously handled in the office at the south end of Mayton yard, and the further fact that additional levers have been installed and other work added to the position, they should be paid at the rate paid employees at the south end of Radnor yard whose positions were abolished—namely, 68½ cents per hour for the three shifts, effective December 16, 1920. This contention is made on the basis of sections (a) and (c) of Article III of the agreement between the carrier and the class of employees involved in this dispute, reading as follows:

(a) The entering of employees in the positions occupied in the service or changing their classification of work shall not operate to establish a less favorable rate of pay or condition of employment than is herein provided.

(c) When new positions are created, compensation will be fixed in conformity with that of existing positions of similar work and responsibility in the same seniority district.

The carrier states that prior to the opening of the telegraph office at the south end of Radnor yard all of the work incident to the arrival and departure of trains from Radnor yard was handled at Mayton tower. When the office at the south end of Radnor yard was abolished on June 23, 1920, this same work was transferred to Mayton tower. It is claimed that there has been no increase in the work handled at Mayton tower over the work handled prior to the time that the office at the south end of Radnor yard was opened, except the addition of three levers, which addition does not justify the increase in compensation requested.

*Decision.*—Request of employees is denied.

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DECISION NO. 382.—DOCKET 604.

*Chicago, Ill., November 19, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railway Co.

*Question.*—Request for increase in rate of pay of milk handlers on trains operating between Chicago, Ill., and Waukesha, Wis.

*Statement.*—The work of these employees consists of loading milk on trains between Waukesha and Chicago and loading empty cans on return trip. General Order No. 27 of the United States Railroad Administration established a rate of \$98.70 per month for the positions. They were not specifically covered by any of the supplements to General Order No. 27, but effective January 1, 1919, the Federal manager secured authority to increase the rate to \$108.57 per month. In November, 1919, in response to application from the employees for an increase in salary, the Federal manager recommended that a rate of \$135 per month be established. This recommendation had not been acted upon when Federal control terminated, but in the month of March, 1920, the president of the carrier approved a similar recommendation of the general manager, and the rate of \$135 per month became effective March 1, 1920. These employees were not specifically referred to in Decision No. 2 of the Labor Board, but the carrier applied an increase of \$30 per month to the rate established by or under the authority of the United States Railroad Administration, thereby establishing a rate of \$138.57 per month.

The employees claim that the work of these employees is similar to that performed by baggagemen, and that in the year 1915 the rates of pay of the positions were the same as the rates of pay of baggagemen, and contend that they should now receive the same rate as baggagemen—namely, \$165 per month.

The carrier states that all of the orders and decisions promulgated by the United States Railroad Administration and by the United States Railroad Labor Board have been properly applied to the rates of the positions in question. When Decision 2 was issued the carrier authorized an increase of \$30 per month to cover all service rendered for all employees in the service who were paid a monthly salary and whose positions were not specifically increased by Decision No. 2. The carrier contends that there is no analogy between the positions of milk handlers and baggagemen and no relation between the rates of pay of the two positions.

*Decision.*—Request of the employees is denied.

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#### DECISION NO. 383.—DOCKET 609.

*Chicago, Ill., November 19, 1921.*

Order of Railroad Telegraphers v. Louisville & Nashville Railroad Co.

*Question.*—Claim of copy operator, Columbia, Tenn., for compensation for Sundays on which the regular duties of his position were handled by train dispatchers.

*Statement.*—On October 15, 1919, the copy operator assigned to duty seven days a week in the dispatcher's office, Columbia, Tenn., was relieved on Sundays; his work, which consisted of transmitting messages, reports, and train orders for passenger trains, by telegraph, was handled by the train dispatcher in that office. This arrangement continued until December 15, 1920, when the office was closed. The dispute before the Labor Board involves claim for compensation from the effective date of the Transportation Act, 1920.

The employees state that the copy operator was available for duty on the Sundays on which he was relieved from duty during the period above mentioned and contend that the agreement between the employees and the carrier provides that the duties of all positions listed therein shall be performed by the classes of employees specified in Article I thereof whenever such employees are available.

The carrier states that on October 15, 1919, it was found that the work in the dispatcher's office at Columbia, Tenn., had decreased sufficiently on Sundays to enable the train dispatcher to handle the work performed by the copy operator. The copy operator was thereafter relieved from Sunday service except when some emergency made relief impossible. The carrier contends that this action was not in conflict with the provisions of any order or agreement, but, on the contrary, was in accordance with the instructions of the Director General of Railroads contained in the closing paragraph of Supplement No. 13 to General Order No. 27.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 384.—DOCKET 625.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Mobile & Ohio Railroad Co.**

*Question.*—How shall the increases specified in Article II of Decision No. 2 be applied to laborers, store helpers, and stockmen employed in the store department, Meridian, Miss.?

*Statement.*—The employees above named received increases under the provisions of Decision No. 2 as follows: Laborers, 8½ cents per hour; store helpers, 12 cents per hour; stockmen, 12 cents per hour.

The employees contend that the laborers are engaged in loading, unloading, trucking, and handling material and supplies, and should have been increased 12 cents per hour in accordance with section 7, Article II of Decision No. 2; that the store helpers devote the majority of their time to clerical work and should have been increased 13 cents per hour under the provisions of section 2, Article II of Decision No. 2; and that the stockmen keep records of stock, make reports of stock on hand, check materials, and supervise other employees in the storehouse, and are entitled to an increase of 13 cents per hour under section 1, Article II of Decision No. 2.

The carrier states that the laborers referred to devote a very small part of their time to trucking and that their principal duties consist in the loading and unloading of material to and from cars; that the store helpers are required to be familiar with the different materials handled to enable them to sort same into proper bins and see that the amount received and forwarded from the storehouse conforms with the invoices and charge tickets, devoting considerably less than four hours a day to work of a clerical nature as defined in the clerks' national agreement. It is claimed that the stockmen referred to also devote considerable less than four hours per day to clerical work, and while they direct the other men from time to time regarding the

handling of materials, they are not clerical supervisory employees within the intent of section 1, Article II, of Decision No. 2.

*Decision.*—The Labor Board decides on the evidence before it that the laborers in the storehouse at Meridian, Miss., are not station, platform, or storeroom freight handlers or truckers, or others similarly engaged, within the intent of section 7, Article II, of Decision No. 2; that the store helpers and stockmen referred to herein do not devote a majority of their time to work of a clerical nature as defined in rule 4, Article II of the national agreement, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; and that the stockmen are not clerical supervisory employees referred to in section 1, Article II of Decision No. 2.

Claim of the employees is, therefore, denied.

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DECISION NO. 385.—DOCKET 630.

*Chicago, Ill., November 19, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railway Co.

*Question.*—Request for increase in rates of pay of milk handlers, employees on trains operated between Fond du Lac and Waukesha, Wis., and between Waukesha, Wis., and Chicago, Ill.

*Statement.*—These employees are engaged in handling milk and empty cans on trains of the carrier between the stations named above. General Order No. 27 of the United States Railroad Administration established a rate of \$98.70 per month for the positions. They were not specifically covered by any of the supplements to General Order No. 27, but effective January 1, 1919, the Federal manager secured authority to increase the rate to \$108.57 per month. In November, 1919, in response to application from the employees for an increase in salary, the Federal manager recommended that a rate of \$135 per month be established. This recommendation had not been acted upon when Federal control terminated, but in the month of March, 1920, the president of the carrier approved a similar recommendation of the general manager and the rate of \$135 per month became effective March 1, 1920. These employees were not specifically referred to in Decision No. 2 of the Labor Board, but the carrier applied an increase of \$30 per month to the rate established by or under the authority of the United States Railroad Administration, thereby establishing a rate of \$138.57 per month.

The employees claim that the work of these employees is similar to that performed by baggagemen, and that in the year 1915 the rates of pay of the positions were the same as the rates of pay of baggagemen; and contend that they should now receive the same rate as baggagemen, namely, \$165 per month.

The carrier states that all of the orders and decisions promulgated by the United States Railroad Administration and by the United States Railroad Labor Board have been properly applied to the rates of the positions in question. When Decision No. 2 was issued, the carrier authorized an increase of \$30 per month, to cover all

service rendered, for all employees in the service who were paid a monthly salary and whose positions were not specifically increased by Decision No. 2. The carrier contends that there is no analogy between the positions of milk handlers and baggagemen and no relation between the rates of pay of the two positions.

*Decision.*—Request of the employees is denied.

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DECISION NO. 386.—DOCKET 637.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Claim of Harry J. Kumpf, clerk in mechanical superintendent's office, for vacation with pay during the year 1921.

*Statement.*—The national agreement between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees and the Director General of Railroads, which governs the working conditions of employees in the class of service in which Mr. Kumpf is engaged, does not contain any specific rule on the question of vacations. However, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—Basing this decision upon the evidence before it, the Labor Board decides that under past practice the employee involved in this dispute is not entitled to vacation with pay.

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DECISION NO. 387.—DOCKET 681.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Shall warehouse employees at Union Street, Kinzie Street, and Galewood transfers, Chicago, Ill., be paid double time for work performed on Sundays and holidays?

*Decision.*—It appears that this controversy does not involve specific claims for compensation from any of the employees affected and that the dispute is submitted as an addenda to the submission to the Labor Board covering the result of negotiations between representatives of the carrier and employees on proposed rules governing working conditions conducted in accordance with Decision No. 119 of the Labor Board.

This dispute will, therefore, be considered an addenda to the submission on rules presented in accordance with Decision No. 119, and this docket is therefore closed.

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**DECISION NO. 388.—DOCKET 754.**

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Shall D. T. Walsh be restored to the position of seal clerk and paid the difference in salary between that position and the position he has held in the service since December 20, 1920?

*Decision.*—The employees having requested the withdrawal of this dispute, and the carrier having concurred therein, the case is removed from the docket and the file closed.

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**DECISION NO. 389.—DOCKET 758.**

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Dispute with reference to bulletining of new position and vacancies at Lansing, Mich.

*Decision.*—The employees having requested the withdrawal of this dispute and the carrier having concurred therein, the case is removed from the docket and the file closed.

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**DECISION NO. 390.—DOCKET 759.**

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Dispute with reference to vacation period for certain clerical employees in the service of the carrier.

*Decision.*—The employees having requested the withdrawal of this dispute, and the carrier having concurred therein, the case is removed from the docket and the file closed.

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**DECISION NO. 391.—DOCKET 784.**

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York Central Railroad Co.**

*Question.*—Are employees engaged in the loading and unloading of cars, filling of oil tanks, sweeping and cleaning, and the loading

and unloading material on and off tanks of engines in the stores department of the engine house, Toledo, Ohio, entitled to an increase of 12 cents per hour under section 7, Article II, of Decision No. 2, or an increase of  $8\frac{1}{2}$  cents per hour under section 9, Article II, of Decision No. 2?

*Statement.*—A check of the work performed by the employees involved in this dispute shows that practically all of their time is consumed in loading and unloading material, sweeping and cleaning, emptying oil from barrels into oil tanks, filling oil cans, and unloading material arriving at the storehouse on motor trucks.

The employees contend that some of the work above described is of a nature which can not be performed by unskilled laborers and that the employees in question are entitled to an increase of 12 cents per hour under section 7, Article II, of Decision No. 2; whereas the carrier contends that they have been properly increased  $8\frac{1}{2}$  cents per hour under section 9, Article II, of Decision No. 2.

*Decision.*—The Labor Board decides that the employees involved in this dispute are not storeroom freight handlers or truckers, or others similarly engaged, within the intent of section 7, Article II, of Decision No. 2.

The position of the carrier is, therefore, sustained.

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#### DECISION NO. 392.—DOCKET 790.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York Central Railroad Co.**

*Question.*—Claim of L. C. Seitz, an employee of the Central Railway Clearing House, Cleveland, Ohio, for assignment to position in the correspondence rate department bulletined on June 7, 1920, for which position he was the senior applicant.

*Statement.*—On June 7, 1920, two positions in the correspondence rate department, rate division, Central Railway Clearing House, Cleveland, Ohio, were bulletined. Mr. Seitz was the senior applicant for both positions, but the vacancies were assigned to other employees in the service. On June 23, 1920, Mr. Seitz was transferred to position of clerk in the waybill revision department at the same rate of pay.

*Decision.*—This controversy covers a difference of opinion between the employees and the carrier as to whether Mr. Seitz had sufficient fitness and ability to have justified a trial on the positions in the correspondence rate division which were bulletined on June 7, 1920. At hearing on November 3, 1921, it was agreed by the representatives of the employees and carrier that this dispute should be the subject of further investigation and conference. With this understanding, the case is removed from the docket and the file closed.

## DECISION NO. 393.—DOCKET 791.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York Central Railroad Co.**

*Question.*—Request for reinstatement of Mildred Hoff who entered the service on September 7, 1917, and was dropped from the service on January 17, 1921, on account of reduction in force.

*Decision.*—The employees having requested the withdrawal of this dispute, and the carrier having concurred therein, the case is removed from the docket and the file closed.

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## DECISION NO. 394.—DOCKET 863.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Claim of A. J. Ayearst, clerk, St. Thomas, Ontario, for additional compensation for certain work performed for the maintenance of way department in addition to the duties of a regular position.

*Decision.*—The employee in question being engaged in work outside of the boundaries of the United States of America, and the Labor Board being of the opinion that the authority vested in it by the Transportation Act, 1920, does not extend beyond the territorial limits of the United States, the Labor Board decides that it has no jurisdiction in this dispute.

The case is therefore removed from the docket and the file closed.

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## DECISION NO. 395.—DOCKET 881.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Claim of certain clerical employees for Saturday afternoon off with pay under rule 57 of the clerks' national agreement.

*Decision.*—The employees having requested the withdrawal of this dispute, and the carrier having concurred therein, the case is removed from the docket and the file closed.

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## DECISION NO. 396.—DOCKET 909.

*Chicago, Ill., November 19, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Request for reinstatement of J. J. Canty, clerk in the office of the assistant comptroller, dismissed from the service January 5, 1921.

*Decision.*—Request of employees is denied.

## DECISION NO. 397.—DOCKET 427.

*Chicago, Ill., November 19, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Central Railroad Co. of New Jersey.**

*Question.*—Question in dispute is in regard to the proper classification and rating of hoisting engineers who are engaged in transporting cars over an inclined plane and performing other services in connection therewith.

*Statement.*—During the period of Federal control dispute arose as to the classification and rating of the hoisting engineers in question, upon which Decision No. 1056 was rendered by Railway Board of Adjustment No. 2. In this decision it was ruled that the employees were properly classified and rated as stationary engineers, and it was provided that the employees in question would be permitted to assist mechanics in doing repair work on their engines, but would not be permitted to do the work assigned to mechanics. The dispute submitted to the Labor Board is upon identically the same question as submitted to the United States Railroad Administration and upon which the decision above referred to was rendered.

*Employees' position.*—The position of the employees is summarized by the Labor Board as follows:

It is the position of the employees that the hoisting engineers in question perform mechanical work, such as renewing rod-bearing brasses; renewing piston rings; adjusting valves; keeping valve mechanism in repair; adjusting engine bearings; performing work on trucks and other repair work; cutting and threading pipes; replacing valves and grinding valve seats when necessary; replacing safety valves and at times adjusting same; drilling out broken studs and replacing same on boiler; replacing fire-door frames and doors when needed; keeping water pumps in repair, renewing all joints in steam pipes; and replacing injectors.

The employees claim that in 1917 these engineers were paid the maximum rate awarded machinists due to the fact that they were often required to do machinists' work, and therefore contend that these hoisting engineers when required to do mechanics' work should be paid the mechanics' rate in accordance with Supplement No. 4 to General Order No. 27 and the national agreement covering the Federated Shop Crafts, and that under the provisions of Decision No. 2 15 cents per hour should be added, instead of 13 cents per hour, which has been applied.

*Carrier's position.*—Position of the carrier is summarized as follows:

It is the position of the carrier that the question now in dispute was submitted to the United States Railroad Administration, who sustained the position of the carrier in its method of classification and rating of these positions, and that in view of this fact it is not a proper submission to the United States Railroad Labor Board for decision.

*Decision.*—Decision No. 2 rendered by the Labor Board provides that increases specified therein shall be added to the rates of pay established by or under the authority of the United States Railroad

Administration; therefore, in view of the fact that Decision No. 1056 was rendered by Railway Board of Adjustment No. 2, an authorized representative of the United States Railroad Administration, sustaining the carrier in its classification and rating of these positions, the Labor Board, predicated its conclusion upon the proper application of the decision of the United States Railroad Administration above referred to, decides that Decision No. 2 has been properly applied and accordingly denies the claim of the employees for reclassification and rating.

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**DECISION NO. 398.—DOCKET 433.**

*Chicago, Ill., November 19, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Texas & Pacific Railway.**

*Question.*—Shall W. E. Rampy, formerly employed as section foreman at Forney, Tex., be reinstated and paid for time lost?

*Statement.*—The evidence indicates that W. E. Rampy was formerly employed as section foreman at Forney, Tex., and was discharged from the service on May 3, 1920, account of alleged responsibility in leaving switch at east end of house track open, causing derailment to passenger train No. 3 on March 22, 1920.

*Decision.*—The claim for reinstatement is denied.

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**DECISION NO. 399.—DOCKET 440.**

*Chicago, Ill., November 19, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Gulf Coast Lines.**

*Question.*—Shall T. F. Booker, formerly employed as car inspector at Brownsville, Tex., who was dismissed from the service November 30, 1920, for alleged complicity in bootlegging, be reinstated with full seniority rights and paid for all time lost?

*Decision.*—Based upon the evidence before it, the Labor Board decides that the dismissal of T. F. Booker, car inspector, was not justified and that he shall be reinstated to his former position with seniority rights unimpaired, and paid for all time lost, less any amount he may have earned at other employment since the date of his dismissal.

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**DECISION NO. 400.—DOCKET 444.**

*Chicago, Ill., November 19, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).**

*Question.*—Application of Decision No. 2 to telegraph and telephone linemen coming within the scope of rule 15 of the national agreement covering the Federated Shop Crafts.

*Statement.*—In applying the provisions of Decision No. 2 the carrier followed the method prescribed in section 3, Article XIII thereof, which awarded an increase to the employees in question of 13 cents times 204, or \$26.52 a month. The employees claim that this is an improper application, and call attention to Interpretation No. 3 to Decision No. 2, which specifies the method of applying increases to regularly assigned road-service employees covered by rule 15 of the national agreement.

*Decision.*—Interpretation No. 3 to Decision No. 2 shall be followed in applying increases to the telegraph and telephone linemen in question.

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DECISION NO. 401.—DOCKET 465.

*Chicago, Ill., November 19, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Missouri, Kansas & Texas Railway.

*Question.*—Shall P. J. McNey, machinist, who was dismissed from the service, be reinstated and paid for all time lost?

*Statement.*—Both written and oral evidence was presented in connection with this case, which has been summarized by the Labor Board as follows:

The evidence indicates that P. J. McNey was employed as machinist in Bellmead roundhouse at Waco, Tex., and that on October 10, 1920, he was given a work report reading, in part, "Tighten back end of quadrant." The work report was O. K'd by Machinist McNey, and when engine was turned over to the engineer, he found that the bolts which hold quadrant bracket to deck of engine were loose, and so reported the matter to the carrier. After investigation the carrier took the position that Machinist McNey had signed for work that had not been performed, and ordered a formal investigation with Mr. McNey and his committeemen.

It was the position of the employees that the quadrant and the quadrant bracket are two separate and distinct items, and that Machinist McNey performed the work assigned to him in tightening the bolts which hold the quadrant to the bracket, while the carrier claims that an order to "tighten the back end of quadrant" means the complete operation of tightening both the bracket and the quadrant.

The carrier offered to transfer Machinist McNey to Denison, Tex., and to retain him in service at that point pending a decision of the Labor Board on this case, stating that if the position of the carrier was sustained, he would be retained at that point so long as his services are satisfactory.

*Decision.*—The Labor Board decides, on the evidence submitted in this case, that the dismissal of P. J. McNey was not justified; that Mr. McNey shall be reinstated at Bellmead roundhouse at Waco, Tex., with his seniority rights unimpaired; and that in view of the declination of employment at Denison, Tex., pending final disposition of the case, Mr. McNey shall only be reimbursed to the extent that he would have suffered a wage loss, if any, on the basis of what he would have earned at Denison as compared with what he would have earned at the Bellmead roundhouse, Waco, Tex.

## DECISION NO. 402.—DOCKET 473.

*Chicago, Ill., November 19, 1921.*

**Railway Employees Department, A. F. of L. (Federated Shop Crafts), v. Missouri Pacific Railroad Co.**

*Question.*—Shall J. J. Richardson, formerly employed as boiler-maker at Hoisington, Kans., be reinstated with full seniority rights and paid for all time lost?

*Statement.*—The evidence indicates that on the night of February 7, 1921, it was found necessary to perform certain boiler-makers' work on engine No. 6409 in order that the engine might be made ready for train No. 11, which was to leave at 1.45 a. m., and that at about 10.30 p. m. the night roundhouse foreman instructed the call boy to call two boilermakers and a helper to perform the work in question. Mr. Richardson, being the first listed on the overtime board, was called, whereupon he advised that he had worked the two previous shifts, namely, from 12 midnight February 6 to 5 p. m. February 7, and requested that some one else be called; other men on the overtime board were then called, but account of failure to get them to respond (being unable to locate two and one reporting sick) the master mechanic again called Mr. Richardson, who again reiterated the fact that he had worked in the two previous shifts and did not feel, under those conditions, that he should report. A boiler-maker not on the overtime board was finally located and the work in question completed at 1.50 a. m.

The master mechanic arranged for an investigation on February 9, 1921, of Mr. Richardson's refusal to respond to the call. The representatives of the employees accordingly presented themselves, but when advised that stenographic record would be taken they refused to enter into investigation, taking the position that the assistant mechanical superintendent had previously assured them that written investigations would not be held for minor cases, such as the failure of men to respond to calls, etc. This statement was not denied by the carrier, but they state that it was not their intention or understanding that written evidence would not be taken in cases where either side deemed that such record was warranted.

On February 15, 1921, Mr. Richardson was dismissed from the service on two charges—(1) his refusal to respond to overtime call and (2) his refusal to submit to written investigation. Upon application of the representatives of the employees, a further investigation was held on March 5, the proceedings of which the employees take exception to on account of the carrier refusing to answer certain questions propounded, the representatives of the carrier taking the position that they were not being investigated.

Numerous statements are made by the respective parties—that of the employees purporting to show that the master mechanic in charge has incurred the disfavor of his men by discriminatory actions, while the carrier purports to show that Mr. Richardson has caused the carrier considerable trouble, but that they had been patient and forbearing with him. The carrier claims that his refusal to work overtime was in accordance with a concerted plan, and calls attention to a notice served on the carrier by a committee of

which Mr. Richardson was a member, wherein it was stated that the boilermakers had voted to discontinue all emergency overtime.

*Decision.*—In view of all the evidence before it, the Labor Board decides that Mr. Richardson shall be reinstated with full seniority rights and paid for all time lost, less any amount he may have earned at other employment since the date of his dismissal.

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DECISION NO. 403.—DOCKET 478.

*Chicago, Ill., November 19, 1921.*

Railway Employees Department, A. F. of L. (Federated Shop Crafts), v. Gulf Coast Lines.

*Question.*—Shall Car Inspector H. N. Little, formerly employed at De Quincy, La., who was dismissed from the service on January 18, 1921, for alleged responsibility in causing derailment of three cars at Elton, La., November 25, 1920, be reinstated and paid for all time lost?

*Decision.*—Based upon the evidence before it, the Labor Board decides that H. N. Little, car inspector, was unjustly dismissed, and that he shall be reinstated to his former position with seniority rights unimpaired and paid for all time lost, less any amount that he may have earned in other employment since the date of his dismissal.

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DECISION NO. 404.—DOCKET 480.

*Chicago, Ill., November 19, 1921.*

Railway Employees Department, A. F. of L. (Federated Shop Crafts), v. Atchison, Topeka & Santa Fe Railway System.

*Question.*—Shall Victor Nelson, blacksmith, who was dismissed from the service at San Bernardino, Calif., December 29, 1920, be reinstated with full seniority rights and paid for all time lost?

*Decision.*—Based upon the evidence submitted, the Labor Board decides that the claim for reinstatement is denied.

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DECISION NO. 405.—DOCKET 626.

*Chicago, Ill., November 19, 1921.*

Railway Employees Department, A. F. of L. (Federated Shop Crafts), v. Chicago, Rock Island & Pacific Railway Co.

*Question.*—Shall telephone and telegraph equipment supervisors be permitted to perform mechanics' work?

*Statement.*—The evidence indicated that the carrier employs three men whose classifications are that of telegraph and telephone equipment supervisors and who are paid a monthly salary established by the carrier and allowed actual expenses while traveling on the carrier's business.

*Employees' position.*—The position of the employees has been summarized by the Labor Board as follows:

The employees contend that the three telegraph and telephone equipment supervisors employed by the above-named carrier are used to perform mechanics' work in violation of rule 32 of the national agreement covering Federated Shop Crafts, which reads as follows:

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed.

At the time the submission was made it was the employees' claim that two of the men in question were engaged in the rehabilitation of the telephone plant at Silvis, Ill., and that the other employee was engaged in rebuilding and installing a telephone switchboard on the Kansas Division; and, further, that these men are used regularly to perform other classes of work, which are covered by rules 140 and 141 of the shopmen's national agreement, these rules providing for the classification of work for electrical-worker mechanics.

The employees claim that when the dispute in question arose the supervisors in question were performing ordinary mechanics' work, such as stringing wires, knocking holes in walls of buildings to run conduit, etc., their position being that they have never objected to a supervisor showing a mechanic how to adjust a piece of machinery or to his adjusting some intricate instrument in case of an emergency, but contend that the performance of ordinary mechanics' work by these supervisory employees is contrary to the meaning and intent of rule 32 above quoted.

The employees also call attention to Decision No. 1682 rendered by Railroad Board of Adjustment No. 2 of the United States Railroad Administration regarding the classification of telephone and telegraph equipment supervisors, which decision provided, in effect, that said supervisors should not be permitted to perform mechanics' work.

*Carrier's position.*—The position of the carrier has been summarized by the Labor Board as follows:

The carrier does not deny that the men in question are performing work specified in rules 140 and 141 of the national agreement in that when new and intricate types of telephone and telegraph apparatus are installed, or when defects or troubles develop in the apparatus requiring the attention of an expert and the nature of the work requires them to install or remove some equipment, they are so employed; that, regardless of the titles of the men and the wages paid them, the carrier requires men who are qualified to perform and direct installations of the more complicated types of apparatus, new type of apparatus with which the division linemen are not familiar, and such installations and repairs where more than the average ability is required; that the ordinary division linemen are not familiar with and qualified to do this work, and are not expected or required to have the expert knowledge and skill necessary in its performance.

The carrier also requires men of some engineering skill, who are familiar with standard practices and methods and with knowledge to apply them efficiently and economically, and who are qualified to

inspect and pass on the quality as well as quantity of work performed by field men to determine if such work, both construction and maintenance, conforms with standard practices and methods; they must be able to investigate, locate, and correct conditions militating against the service, as for example, mechanical or electrical defects in the lines of apparatus that slow down or affect transmission efficiency, where linemen and wire chiefs fail; and they must have a good general knowledge of the plant, which is acquired from long employment and gained by experience.

The carrier contends that the three men in question can under normal conditions handle all work of the character described on the system, and as in a majority of cases the jobs require but one man it would not be economical, and in many instances impracticable, to employ more. In so far as actual work with tools is concerned less than one-half of the time of these men is required.

*Decision.*—The Labor Board does not construe the language of rule 32 above referred to as prohibiting supervisory employees from instructing other employees in the performance of their work, whereby to carry out such instructions it is necessary that they perform certain mechanics' work; nor is it the Board's construction of that rule that such supervisory employees are prohibited from performing emergency service where mechanics are not available. It is, however, the Board's opinion, based upon the evidence before it, that the employees in question have been performing certain work of mechanics other than that specified in the preceding sentence that should have been properly assigned to mechanics, which practice is contrary to the intent of the above rules and should be discontinued.

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DECISION NO. 406.—DOCKET 627.

*Chicago, Ill., November 19, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad Co.

*Question.*—Shall certain specified positions of crossing watchmen be excepted from the provisions of section (a 12), Article V, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers?

*Statement.*—A joint submission was made to the Labor Board wherein the Board is requested to render a decision regarding 18 specified crossings, indicating which, if any, of the 18 crossings so specified should be excluded from the provision of section (a 12), Article V, of the national agreement, in accordance with the last paragraph thereof.

Section (a 12), Article V, of the national agreement, reads as follows:

(a 12) Except as otherwise provided in this section, positions not requiring continuous manual labor such as track, bridge, and highway crossing watchmen, signalmen at railway noninterlocked crossings, lamp men, engine watchmen at isolated points and pumpers, will be paid a monthly rate to cover all services rendered. This monthly rate shall be based on the present hours and compensation. If present assigned hours are increased or decreased, the monthly rate shall be adjusted pro rata as the hours of service in the new assignment bear to the hours of service in the present assignment except that hours above ten

either in new or present assignment shall be counted as one and one-half in making adjustments. Nothing herein shall be construed to permit the reduction of hours for the employees covered by this section (*a* 12) below eight hours per day for six days per week. The wages for new positions shall be in conformity with the wages for positions of similar kind, class and hours of service where created.

Exceptions to the foregoing paragraph shall be made for individual positions at busy crossings or other places requiring continuous alertness and application, when agreed to between the management and a committee of employees. For such excepted positions the foregoing paragraph shall not apply.

An oral hearing was conducted in connection with this case at which time it was indicated by the representatives of the carrier that the employees had previously contended that all positions of crossing watchmen should be excluded from section (*a* 12) of Article V in accordance with the last paragraph thereof. The representatives of the employees present, not being familiar with the previous handling of the case, could not confirm or deny the statement. The statement of the carrier was that all crossing watchmen were classified on May 1, 1917, under a classification as to their importance in regard to traffic conditions on both railroad and highway, location of highway, length of view considered both from a highway and railroad standpoint, responsibility and service requirements, and automatic bells and indicators; that compensation was fixed in accordance therewith; and that in view of this fact none of the positions should be excepted from section (*a* 12) of Article V. Statements were submitted indicating the volume of traffic passing the crossings in question in a certain 24-hour period.

The evidence indicates that the 18 specified representative crossings were submitted for decision, upon which decision disputes regarding other crossings would be discussed and, if possible, decided in conference.

*Opinion.*—After reviewing the evidence submitted, it is the opinion of the Labor Board that the position of the carrier, wherein it is claimed that none of the positions should be excepted, is not justified; further, that the claim of the employees that all crossings should be excepted is likewise not justified.

The excepted paragraph in section (*a* 12) of Article V, above quoted, was inserted, according to the understanding of the Labor Board, for the purpose of allowing overtime to the positions excepted thereby and has no reference to the establishment of a rate of pay. Hence, it is felt that the carrier's position relative to the establishment of the rates for these positions in 1917 does not properly enter into the dispute.

At the hearing the testimony of the representatives of the employees did not coincide entirely with written submission to the Labor Board, and there is still some question as to whether it is the contention of the employees that all positions at any particular crossing should be paid on the same basis, regardless of the relative density of traffic; i. e., whether it is very light on one shift and exceedingly heavy on another.

*Decision.*—Based upon the evidence before it the Labor Board decides that a further conference should be held between the duly authorized representatives of the respective parties with a view to complying with the last paragraph of section (*a* 12) of Article V, at which time the employees should confine their case to specified

crossings or positions which it is believed merit their consideration. The rates established by the carrier in 1917 should have no bearing on the question at issue, and the carrier should, therefore, consider the case on the basis of conditions existing at present.

### DECISION NO. 407.—DOCKET 629.

*Chicago, Ill., November 19, 1921.*

**Brotherhood Railroad Signalmen of America v. New York Central Railroad Co. (West of Buffalo).**

*Question.*—(1) Does Addendum No. 2 to Decision No. 119 provide for payment of pro rata rate for regular and special assignments of signal department employees on Sundays and holidays?

(2) Does Addendum No. 2 to Decision No. 119 affect payment under the call rule as embodied in the national agreement?

*Statement.*—The submission indicates that prior to the promulgation of any general order by the United States Railroad Administration relating to wage and working conditions, employees in the signal department of the carrier involved were paid on a monthly salary and assigned to hours varying from 10 to 13 per day, and that pro rata rate was paid for service in excess of their assigned hours, but no additional pay allowed for Sunday and holiday work except for work in excess of assigned hours. In other words, the monthly rate covered all service, including Sundays and holidays, except service performed outside of their regular assignment, which was paid for additional at pro rata rate.

There is incorporated in the national agreement covering signal department employees a rule (section 13 of Article II) which reads in part:

Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum allowance of two hours at the overtime rate; \* \* \*.

*Employees' position.*—The employees' position is summarized as follows:

It is the position of the employees that Addendum No. 2 to Decision No. 119 made no mention of Sunday and holiday work, but had reference only to overtime after regular hours, and in view of the fact that the question as to the payment of Sunday and holiday time was one of the disputed rules submitted to the Labor Board for decision, the provisions of the national agreement should apply until the Labor Board renders a decision on that question.

In regard to the payment for a call, the employees take the position that this question is one upon which no agreement could be reached and which was submitted to the Labor Board for decision in connection with the revision of rules and working conditions, and that until a decision is rendered thereon three hours should be a minimum payment for a call in accordance with the provisions of the national agreement.

*Carrier's position.*—The carrier's position is summarized as follows:

It is the position of the carrier that no overtime was allowed for Sunday and holiday work prior to Federal control, and that, therefore, in accordance with their understanding of Addendum No. 2 to Decision No. 119, it is proper for them to pay pro rata for such service until the Labor Board can dispose of this question; further, in regard to the call rule, they feel that in allowing a minimum of two hours at pro rata rate they are complying with the meaning and intent of Decision No. 119 and Addendum No. 2 thereto.

*Decision.*—(1) Under the provisions of Addendum No. 2 to Decision No. 119, pro rata rate shall be paid for regular and special assignments of signal department employees on Sundays and holidays, except classes of employees which have reached an agreement on overtime rates or classes of employees who by agreement or practice were receiving a rate higher than pro rata prior to the promulgation of any general order of the United States Railroad Administration relating to wages and working conditions.

(2) Inasmuch as the call rule referred to above specifies an allowance of "two hours at the overtime rate," it is the decision of the Labor Board that the overtime rate under the provisions of Addendum No. 2 to Decision No. 119 shall be applied in connection with the application of this rule.

The above decisions shall apply with the understanding that if the rules promulgated by the Labor Board are more favorable to the employees, adjustment in compensation due to the employees will be made by the carrier.

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#### DECISION NO. 408.—DOCKET 632.

*Chicago, Ill., November 19, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.**

*Question.*—Has the carrier the right in reducing the force to lay off certain section laborers and retain other employees of this class who are junior in the service?

*Statement.*—The evidence submitted to the Labor Board indicates that in October, 1920, the carrier made a reduction in force of 50 men on section 85, San Antonio yard, for the purpose of reducing expenses, and that among the 50 men laid off were 10 section laborers holding seniority rights over certain other employees who were retained in the service. The employees have taken exception to the carrier's action in retaining men junior in the service in preference to older men, claiming that the provision of section (c 2), Article II of the National Agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, has been violated.

The following sections are quoted from Article II of the national agreement above referred to:

(c 2) Except as provided in section (d) of this article and in section (h), Article III, when force is reduced the senior men in the subdepartment on the seniority district capable of doing the work shall be retained.

(h) Seniority rosters will show the name and date of entry of the employees into the service of the railroad, except that names of laborers will not be included and their seniority rights will not apply until they have been in continuous service of the railroad in excess of six months.

It is the position of the carrier that section (c 2) of Article II, above quoted, gives them the right to retain employees capable of performing the work; that the men involved in this particular case were members of extra gangs who had been put on to take care of temporary conditions of an emergency character and whose services with the carrier were not satisfactory; and that in reducing forces men were retained whose services had proven satisfactory. It is shown by the carrier that the men in question worked more or less irregularly, some of them having left the service and being reemployed within the six-month period preceding October, 1920, thereby forfeiting any seniority which they might have otherwise established.

The employees have offered no evidence in refutation of the carrier's statement that their services were unsatisfactory.

*Decision.*—Based upon the evidence before it, the Labor Board decides that the carrier was within its rights in reducing forces in the manner as outlined.

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DECISION NO. 409.—DOCKET 654.

*Chicago, Ill., November 19, 1921.*

Railway Employees Department, A. F. of L. (Federated Shop Crafts), v.  
Missouri Pacific Railroad Co.

*Question.*—Assignment of working foremen at Cornell, Kans.

*Statement.*—A joint statement was filed in connection with this dispute which was supplemented by oral evidence presented by the respective parties.

The evidence indicates that for several years prior to October 1, 1920, an employee by the name of Powell had been employed in the capacity of boilermaker at Cornell, Kans.; and that Cornell is a small outlying point where several switch engines, used in mine service, lay over. In addition to the boilermaker, there was employed at that point one hostler, one hostler helper, two engine watchmen, two fire cleaners, and one supply man. The evidence further shows that at times of heavy business at that point there have been employed, in addition to a foreman, a boilermaker and a machinist, but that on account of business conditions in that district the carrier found it unnecessary to employ mechanics of any craft at that point as they felt that they could handle all the work there was to be done with a working foreman.

On or about October 1, 1920, the carrier posted a five-day notice and laid off Boilermaker Powell, the only mechanic employed at that point. At the expiration of said notice another boilermaker was brought from another division and assigned as working foreman at Cornell, Kans.; he performed all of the mechanic's work previously done by Boilermaker Powell and in addition thereto exercised supervision over the employees referred to above.

It is further shown that Boilermaker Powell was offered a position at Nevada, Mo., but the offer was not accepted; that in March, 1921, Mr. Powell was offered a position as boilermaker at Joplin, which he accepted.

Rule 18 of the national agreement covering the Federated Shop Crafts reads in part as follows:

When new jobs are created or vacancies occur in the respective crafts the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them. \* \* \*

Rule 32 reads as follows:

None but mechanics or apprentices regularly employed as such shall do mechanic's work as per special rules of each craft, except foremen at points where no mechanics are employed.

*Employees' position.*—The contention of the employees is shown in the following quotation from the submission:

We contend that our agreement was openly violated and a great injustice has been done Boilermaker Powell, who has held the job at Cornell for some time and rendered faithful service to the company.

Rule 32 of the national agreement was not intended to apply in the manner as stated. The purpose of this rule when put into the Missouri Pacific agreement in 1913 and later incorporated into the national agreement on September 20, 1919, was to take care of a small place where we never had a mechanic employed and the amount of work performed at such point would not justify the putting on of a foreman and a mechanic to look after the necessary work to be done.

Rules 18 and 27 in this particular instance have been violated, and we request that Mr. Powell be returned to his job and be allowed pay for any time he lost account of being laid off unjustly.

*Carrier's position.*—The contention of the carrier is shown in the following quotation from the submission:

Boilermaker Powell was laid off strictly in accordance with the provisions of the national agreement, he having been given five days' notice of reduction in force at that point prior to being laid off. He was also informed that we could use him at Nevada, Mo., the division headquarters, if he desired to work at that point. The foreman has supervision over hostler, hostler helper, two engine watchmen, two fire cleaners, and one supply man and he is paid \$251.50 per month. Similar situation exists at Concordia, Kans., Cairo, Ill., Springfield, Mo., and St. Joseph, Mo.

The carrier contends it is entirely within its rights in assigning a working foreman under the provisions of rule 32.

*Decision.*—While the Labor Board recognizes the right of the carrier to appoint employees of their own selection to important supervisory positions, the Board does not feel that it was the intent of the rules as incorporated in the national agreement to permit the carrier to displace employees at small outlying points by the exercise of this privilege without good and sufficient reason.

The Labor Board therefore decides on the particular dispute in question that the carrier was not justified in displacing Boilermaker Powell, the only mechanic employed at the point in question; that he should be reinstated to his former position with seniority rights unimpaired; and that in view of the declination of employment at Nevada, Mo., Mr. Powell shall only be reimbursed to the extent that he would have suffered a wage loss, if any, on the basis of what he would have earned at Nevada, Mo., as compared with what he would have earned at Cornell, Kans.

## DECISION NO. 410.—DOCKET 662.

*Chicago, Ill., November 19, 1921.*

Railway Employees Department, A. F. of L. (Federated Shop Crafts), v.  
Great Northern Railway Co.

*Question.*—Shall Bernard Hardy, machinist, dismissed from the service August 28, 1920, be reinstated and paid for time lost?

*Statement.*—The evidence submitted, both written and oral, indicates that Machinist Bernard Hardy was dismissed from the service, after investigation, for failure to reduce right main rod brass on engine 3107. This work, together with other work, was listed on his work report which was signed by him indicating that all of the work shown thereon had been performed. The engineer to whom the engine was turned over discovered that the work had not been performed, thereupon he returned the engine to the roundhouse, where a machinist was assigned to perform the work which resulted in a delay of 55 minutes to the engine.

It is the contention of the employees that Machinist Hardy tried to move the crosshead back and forth to ascertain if there was any lost motion, and that finding no lost motion he proceeded to perform other work listed on his work report. In this connection it is the employees' claim that in a majority of cases where brasses are reported by an engineer it is unnecessary to reduce the brass on account of the pound being elsewhere, and that it is not infrequent that engineers report work which upon inspection is found unnecessary to perform.

The carrier contends that Machinist Hardy was properly disciplined on account of his failure to perform the work to which he was assigned and for falsifying his work report, thereby misleading the roundhouse authorities who allowed the engine to go out in an unfit condition, resulting in it being brought back to the roundhouse to have the work done and causing delay to train.

*Decision.*—Based upon the evidence submitted in writing and at the oral hearing conducted, and considering all the circumstances cited therein, the Labor Board decides that the discipline administered to Bernard Hardy was too severe, and that he should be reinstated to his former position with unbroken seniority rights, but not paid for time lost.

Nothing in this decision, however, should be construed as upholding the practice of employees signing for work which they did not actually perform.

## DECISION NO. 411.—DOCKET 663.

*Chicago, Ill., November 19, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop  
Laborers v. Pennsylvania System.

*Question.*—Shall supervisory employees covered by the provisions of section (h), Article V, of the agreement between the United States Railroad Administration and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers be allowed

overtime for service performed after eight hours, such as making up pay rolls, time books, material reports, accident reports, fire reports, and the like, or any other reports these employees are called upon to make out after eight hours have been worked?

*Statement.*—Section (h) of Article V, above referred to, reads as follows:

(h) Employees whose responsibilities or supervisory duties require service in excess of the working hours or days assigned for the general force will be compensated on a monthly rate to cover all services rendered, except that when such employees are required to perform work which is not a part of their responsibilities or supervisory duties on Sundays or in excess of the established working hours, such work will be paid for on the basis provided in these rules in addition to the monthly rate. For such employees now paid on an hourly rate apply the monthly rate, determined by multiplying the hourly rate by 208. Section foremen required to walk or patrol track on Sundays shall be paid, therefore, on the basis provided in these rules, in addition to the monthly rate.

*Decision.*—It is the decision of the Labor Board that the employees in question, in accordance with the above rule, are not entitled to overtime for the service referred to in the question.

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#### DECISION NO. 412.—DOCKET 693.

*Chicago, Ill., November 19, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway Co.**

*Question.*—Shall foremen in the maintenance of way department be permitted to have an agreement separate from other employees in that department?

*Statement.*—Written and oral evidence presented in connection with this case indicates that certain section foremen had approached the carrier about 18 months ago with request that said foremen be permitted to have a separate agreement governing rules and working conditions, which request the carrier did not grant; that after the issuance of Decision No. 119 the carrier brought the matter to the attention of the foremen who had previously petitioned for a separate agreement, when the foremen were advised that under the carrier's interpretation of Decision No. 119 they would have the privilege of drawing up an agreement with the company, provided they could show the proper proportion of the men in their craft or class.

On the date set for appearing before the general manager it is shown that a representative of the foremen appeared and claimed to have the signatures of 80 per cent of the foremen which indicated their desire to negotiate a separate agreement, but asked for a postponement of one day to prepare their case, and this request was granted by the management. It is further shown that representatives of the maintenance of way organization appeared in the meantime in answer to the general manager's circular and stated that they had been duly authorized by a majority of the foremen to represent them in agreement negotiations, and they submitted written signatures in substantiation of their claim.

The carrier thereupon concluded that there had been confusion in the matter, which was evidenced by the fact that both organizations

held signatures of the same employees in some instances, and it was therefore decided to take an independent secret ballot. The ballot was prepared and approved by representatives of both the foremen's and the maintenance of way employees' organizations. The evidence shows that a representative of the carrier, together with representatives of both the foremen's and the maintenance of way employees' organizations, distributed the ballots and explained to the foremen the proper method to be followed in casting their votes.

The balloting took place on June 16, 17, and 18, 1921, at the conclusion of which the ballots were brought to the office of the general manager, where the names of the men voting were read from the outside envelopes and recorded and checked against the list of employees then in the service, this check being made by representatives of both the foremen's and the maintenance of way employees' organizations. It is shown that after each name was read the outer envelope was opened and destroyed, and the inner envelope, that contained the ballot, sealed, was placed in a box by itself, the identity of the voter thereby being lost. The ballots were counted by the representatives present, and the count developed that the foremen's organization had received a majority of the votes cast.

It is the position of the maintenance of way employees' organization that the carrier assisted the foremen's organization in covering the road with motor cars and used their influence in other ways to have the foremen make a separate agreement; and they feel that the alleged intimidation on the part of the carrier was responsible for the result of the above-referred-to ballot, and that the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers should be permitted to continue representing that class of employees, as was done during the period of Federal control. It is the employees' further claim that the petition of the foremen should be considered as that of unorganized employees, and that in view of their having less than 100 signatures of employees they are not privileged to bring their case to the Labor Board.

*Decision.*—The Labor Board decides upon the evidence submitted that the carrier has complied with the provisions of Decision No. 119, and that under the circumstances cited it was justified in taking the ballot on June 16, 17, and 18, 1921, to determine definitely the wishes of the foremen involved; and, further, that in view of the fact that this ballot was conducted with the approval and under the direction of the three interested parties it shall be considered bona fide and the result thereof considered final in so far as agreement negotiations pursuant to Decision No. 119 are concerned for this class of employees.

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DECISION NO. 413.—DOCKET 716.

*Chicago, Ill., November 19, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Sioux City Terminal Railway.**

*Question.*—Has the Sioux City Terminal Railway the right to arbitrarily reduce the wages of maintenance of way employees without authorization from the United States Railroad Labor Board or the consent of the employees to such reduction?

*Decision.*—No.

## DECISION NO. 414.—DOCKET 735.

*Chicago, Ill., November 19, 1921.*

**Petition of Brotherhood of Painters, Decorators, and Paperhangers of America for rehearing on Docket No. 735, Decision 227.**

*Question.*—Application of Brotherhood of Painters, Decorators, and Paperhangers of America for rehearing on Docket 735, Decision 227.

*Decision.*—The Labor Board, after due consideration of the motion of the Brotherhood of Painters, Decorators, and Paperhangers of America for a rehearing of the dispute herein, overrules said motion and declines to reopen this case.

## DECISION NO. 415.—DOCKET 744.

*Chicago, Ill., November 19, 1921.*

**International Union of Steam and Operating Engineers v. New York Central Railroad Co.**

*Question.*—Are stationary engineers employed at Ashtabula, Ohio, by the New York Central Railroad Co. properly classified and paid?

*Statement.*—An application for decision was filed with the Labor Board by the above-named organization, wherein it is claimed that stationary engineers employed at Ashtabula, Ohio, are improperly classified and paid, it being the contention of said organization that the men are performing work coming within the classification of skilled mechanics, specified in agreement entered into between the Director General of Railroads and the Federated Shop Crafts.

At oral hearing conducted by the Labor Board, the representatives of the carrier signified their willingness to appoint a committee for the purpose of accompanying a committee selected by the representatives of the employees to the above-named plant to ascertain the actual work being performed, and that if after such investigation it was found that an agreement could not be reached, the matter would again be referred to the Board for decision. The representatives of the employees refused to enter into such investigation, stating that it was their desire to rest their case upon the written and oral submission which had been made to the Labor Board.

*Decision.*—In view of the expressed willingness of the carrier to investigate the conditions existing at the above-referred-to power plant in an effort to adjust the differences, which the Labor Board feels indicates that the carrier is endeavoring to deal fairly in this dispute and if possible reach an amicable settlement, and further in view of the fact that there has been no agreement between the complainant organization and the carrier as to the actual work performed by the men in question, the Labor Board decides that a joint investigation shall be made to determine the character of the work being performed by the employees in question at the Ashtabula plant, in which investigation representatives of all interested crafts shall be given an opportunity to participate. If after such investigation it is found that an agreement can not be reached, the matter can be again submitted to the Labor Board in the manner outlined in section 301 of the Transportation Act, 1920.

## DECISION NO. 416.—DOCKET 745.

Chicago, Ill., November 19, 1921.

International Union of Steam and Operating Engineers v. New York Central Railroad Co.

*Question.*—Are stationary engineers employed at 33 West Root Street, Chicago, Ill., by the New York Central Railroad Co., properly classified and paid?

*Statement.*—An application for decision was filed with the Labor Board by the above-named organization, wherein it is claimed that stationary engineers employed at 33 West Root Street, Chicago, Ill., are improperly classified and paid, it being the contention of said organization that the men are performing work coming within the classification of skilled mechanics specified in agreement entered into between the Director General of Railroads and the Federated Shop Crafts.

At oral hearing conducted by the Labor Board the representatives of the carrier signified their willingness to appoint a committee for the purpose of accompanying a committee selected by the representatives of the employees to the above-named plant to ascertain the actual work being performed, and that if after such investigation it was found that an agreement could not be reached the matter would again be referred to the Board for decision. The representatives of the employees refused to enter into such investigation, stating that it was their desire to rest their case upon the written and oral submission which had been made to the Labor Board.

*Decision.*—In view of the expressed willingness of the carrier to investigate the conditions existing at the above-referred-to power plant in an effort to adjust the differences, which the Labor Board feels indicates that the carrier is endeavoring to deal fairly in this dispute and if possible to reach an amicable settlement, and further in view of the fact that there has been no agreement between the complainant organization and the carrier as to the actual work performed by the men in question, the Labor Board decides that a joint investigation shall be made to determine the character of the work being performed by the employees in question at the plant at 33 West Root Street, Chicago, Ill., in which investigation representatives of all interested crafts shall be given an opportunity to participate. If after such investigation it is found that an agreement can not be reached, the matter can be again submitted to the Labor Board in the manner outlined in section 301 of the Transportation Act, 1920.

## DECISION NO. 417.—DOCKET 746.

Chicago, Ill., November 19, 1921.

International Union of Steam and Operating Engineers v. New York Central Railroad Co.

*Question.*—Are stationary engineers employed at Sixty-third Street and Indiana Avenue, Chicago, Ill., by the New York Central Railroad Co., properly classified and paid?

*Statement.*—An application for decision was filed with the Labor Board by the above-named organization, wherein it is claimed that stationary engineers employed at Sixty-third Street and Indiana Avenue, Chicago, Ill., are improperly classified and paid, it being the contention of said organization that the men are performing work coming within the classification of skilled mechanics specified in agreement entered into between the Director General of Railroads and the Federated Shop Crafts.

At oral hearing conducted by the Labor Board the representatives of the carrier signified their willingness to appoint a committee for the purpose of accompanying a committee selected by the representatives of the employees to the above-named plant to ascertain the actual work being performed, and that if after such investigation it was found that an agreement could not be reached the matter would again be referred to the Board for decision. The representatives of the employees refused to enter into such investigation, stating that it was their desire to rest their case upon the written and oral submission which had been made to the Labor Board.

*Decision.*—In view of the expressed willingness of the carrier to investigate the conditions existing at the above-referred-to power plant in an effort to adjust the differences, which the Labor Board feels indicates that the carrier is endeavoring to deal fairly in this dispute and if possible to reach an amicable settlement, and further, in view of the fact that there has been no agreement between the complainant organization and the carrier as to the actual work performed by the men in question, the Labor Board decides that a joint investigation shall be made to determine the character of the work being performed by the employees in question at the plant at Sixty-third Street and Indiana Avenue, Chicago, Ill., in which investigation representatives of all interested crafts shall be given an opportunity to participate. If after such investigation it is found that an agreement can not be reached, the matter can be again submitted to the Labor Board in the manner outlined in section 301 of the Transportation Act, 1920.

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DECISION NO. 418.—DOCKET 763.

*Chicago, Ill., November 19, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Long Island Railroad Co.

*Question.*—Shall the crossing watchmen on the Long Island Railroad be polled in order to ascertain what organization shall negotiate working agreement?

*Statement.*—Written and oral evidence was submitted in connection with this dispute. The evidence so submitted indicates that the carrier has entered into a separate agreement governing rules and working conditions for crossing watchmen, this agreement having been negotiated and consummated between representatives of the carrier and representatives of the Long Island Railroad Crossing Watchmen's Association. It is not shown that a poll was taken to determine which organization was properly entitled to represent the employees

in question. It is, however, shown that individual agreements were submitted to the crossing watchmen by representatives of the crossing watchmen's association, which agreements were signed and returned by a large majority of said employees. The carrier, it is claimed, felt that these agreements clearly expressed the wishes of the men, and subsequently entered into negotiations for one agreement covering that class of employees, resulting in an agreement being negotiated and signed as referred to above.

The representatives of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers protest against the method followed by the carrier in determining the wishes of the employees in regard to representation, claiming that it was not in accordance with the spirit and intent of Decision No. 119, in that they were not given an opportunity to participate in polling the employees which are represented by that organization under the provisions of the agreement entered into with the United States Railroad Administration, the provisions of which were continued in effect by Decision No. 119 until the Labor Board could decide disputes involving rules and working conditions submitted to it for decision.

*Decision.*—In view of the fact that the crossing watchmen on the Long Island Railroad were, during the period of Federal control and for some time subsequent thereto, governed by agreement between the United States Railroad Administration and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, it is the opinion of the Labor Board that said organization should have a voice in the conducting of a ballot to determine which organization the crossing watchmen desire to represent them. As the evidence clearly shows that this was not done, the Labor Board decides that a poll shall be taken in which all interested parties will be privileged to participate.

A conference shall be held as soon after receipt of this decision as possible at such place as the carrier may designate—of which due notice shall be given the interested parties—between the duly authorized representatives of the carrier, the duly authorized representatives of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, the duly authorized representatives of the crossing watchmen's association, and the duly authorized representatives of 100 or more unorganized employees—if such representation is desired—for the purpose of arriving at a clear understanding as to the distribution, casting, counting, and tabulating of the ballots and announcing the results thereof.

*NOTE.*—Representatives of unorganized employees authorized and desiring to attend this conference must have the individual and personal signature and authorization of not less than 100 employees directly interested in the dispute; such authorization shall likewise name the place of employment and their pay-roll classification.

#### BALLOTS.

The form of ballot shall be as follows:

LONG ISLAND RAILROAD COMPANY CROSSING WATCHMEN.

Official Ballot.

A dispute exists between the carrier and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers as to whom the crossing

watchmen desire to be represented by in conference to negotiate rules and working conditions.

The crossing watchmen, irrespective of membership or nonmembership in any organization, are to be given an opportunity to designate by a majority vote the representatives of their choice as follows:

Those in favor of either of the following will designate their choice by marking an X in the square set out for that purpose:

Those who desire to be represented by the Long Island Railroad Crossing Watchmen's Association, mark an X in this square-----

☐

Those who desire to be represented by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, mark an X in this square-----

☐

Those who desire to be represented by individuals or by any other organization, write the name of such individual or organization here-----

☐

and mark an X in this square-----

In the conference which the Labor Board has directed to be held between the interested parties to this dispute preparatory to conducting the ballot, the said authorized representatives shall make such arrangements as will be necessary to preserve the absolute secrecy of the above referred to ballot.

#### EMPLOYEES ELIGIBLE TO VOTE.

All crossing watchmen in the service of the Long Island Railroad Co., including those coming under the provisions of this decision, who have been laid off or furloughed and are entitled to return to the service under the seniority rules when the force is restored to what is generally recognized as constituting a normal force, if accessible shall be furnished a ballot and be permitted to vote.

#### DISTRIBUTION, VOTING, AND COUNTING.

A general committee, composed of duly authorized representatives of the carrier, duly authorized representatives of any organization or 100 or more unorganized employees participating in accordance with the provisions of this decision, will be located at designated places for the purpose of distributing, receiving, counting, and tabulating the results of the ballot.

A local committee composed of the duly authorized representatives as above outlined will be established at each division point for the purpose of receiving, distributing, packing, and forwarding the ballots by express or registered mail to the general committee. Local committees will see that each employee is given every opportunity to vote and that his ballot is placed in envelope and sealed; the local committee shall also keep a record of the ballots received.

Only the general committee is authorized to open envelope and count the ballots. Where the force is limited and the local committee can not be procured, arrangements shall be made to place ballots in the hands of such employees, and they shall be properly instructed as to the manner of getting their ballot to the general committee.

The ballot should be completed at the earliest possible date. No one but the general committee is authorized to open, count, and tabulate the returns of the ballot, and all parties to the dispute are entitled to be present when any ballots are opened and counted.

When the ballots have been canvassed, the results shall be reported to the Labor Board, and the the representatives of the carrier and the employees will proceed with the negotiation of rules.

If either party to this dispute believes that the spirit and intent of this decision is not being complied with, the complaint should be filed with the Labor Board with all supporting data.

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DECISION NO. 419.—DOCKET 770.

*Chicago, Ill., November 19, 1921.*

**International Association of Railroad Supervisors of Mechanics v. Chicago, Rock Island & Pacific Railway Co.**

*Question.*—The question in dispute is in regard to the right of the International Association of Railroad Supervisors of Mechanics to negotiate rules and working conditions affecting mechanical department supervisory forces of the above-named carrier.

*Statement.*—Written evidence was submitted by the respective parties to this controversy, which was supplemented by oral presentation before the Labor Board. A summarization of the evidence so submitted follows:

It is shown that under date of May 6, 1921, a communication was addressed to L. C. Fritch by J. W. Schuck, representative of the above-named organization, requesting a conference for the purpose of negotiating rules and working conditions in accordance with the provisions of Decision No. 119. On June 23, 1921, the carrier advised the representative that the carrier's canvas of the foremen indicated that the organization did not represent a majority and accordingly refused to grant a conference.

Upon failure on the part of that organization to secure conference, an Ex-parte submission was filed with the Labor Board, setting forth the claim of said organization to the right of representation of mechanical department foremen on that line, it being their contention that they represent a majority of said foremen. They submitted in evidence a petition, circulated in April, 1921, bearing the signatures of 212 foremen authorizing that organization to represent them in agreement negotiations, which list it is claimed bears the names of a majority of the foremen in the mechanical department.

It is further shown that in the latter part of May and in the first part of June, 1921, the carrier made a canvas of the mechanical foremen, submitting to each of said foremen the following questions:

Do you desire to be considered and classed as an official and given the same consideration and treatment as other officials on the \_\_\_\_\_ division, dealing directly with your immediate superior or the management, or do you prefer to be represented by the system council supervisory of mechanic forces?

It is the statement of the carrier—and not denied by representatives of the supervisor's association—that of 262 men employed at that time, 167 men, or 64 per cent, requested to be considered as an official dealing directly with their immediate superior or the carrier; that 93 men, or 35 per cent elected to have the supervisor's association represent them; and that 2 had no preference.

It is the position of the carrier—and not denied by the organization—that of the 212 signatures secured by said organization, 73 men voted affirmatively on the carrier's submission; 19 were maintenance of way foremen; 2 were not Rock Island employees; 41 were out of the service or returned to mechanics' positions; 2 who signified no choice; and 1 for whom there was no record.

The representatives of the organization take exception to the method followed by the carrier in canvassing the foremen, and to the wording of the question submitted to them in which it is asked if they desire to be considered and classed as officials. It is the claim of the organization that the Interstate Commerce Commission has designated the classes of the employees which shall be considered officials and that the carrier has no right to vary from the provisions; that the foremen were mislead when the question was placed before them, and that the carrier should, therefore, recognize and deal with the duly authorized representatives of the International Association of Railroad Supervisors of Mechanics in accordance with the wishes of the men expressed in the petition circulated and signed immediately following the promulgation of Decision No. 119 and prior to the canvas of the foremen by representatives of the carrier. In regard to the representation of foremen in the maintenance of way department, the organization claims the right to represent supervisors of mechanics regardless of the department in which employed.

*Decision.*—From the evidence submitted it is indicated that there has been a lack of cooperation on the part of the interested parties in ascertaining the wishes of the foremen in regard to representation. It is also noted that the petitions bear the names of general foremen who are in the official class under the rulings of the Interstate Commerce Commission.

The method followed by both parties was not in accordance with the meaning and intent of Decision No. 119, and it is therefore the decision of the Labor Board that a conference shall be held as soon as possible after receipt of this decision at such place as the carrier may designate between the duly authorized representatives of the carrier, the duly authorized representatives of the International Association of Railroad Supervisors of Mechanics, the duly authorized representatives of any other organization representing mechanical foremen whose by-laws or constitution establishes the fact that the organization was established for the purpose of performing the functions of a labor organization as contemplated in Title III of the Transportation Act, 1920, and the duly authorized representatives of 100 or more unorganized employees, for the purpose of arriving at a clear understanding as to the distribution, casting, counting, and tabulating of the ballots and announcing the results thereof.

*NOTE.*—Representatives of unorganized employees authorized and desiring to attend this conference must have the individual and personal signature and authorization of not less than 100 employees directly interested in the dispute, such authorization shall likewise name the place of employment and their pay-roll classification.

## BALLOTS.

The form of ballot shall be as follows:

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO., SUPERVISORS OF MECHANICS.

## OFFICIAL BALLOT.

A dispute exists between the carrier and the system council of the International Association of Railroad Supervisors of Mechanics as to whom the foreman above referred to desire to be represented by in handling matters relating to rules and working conditions with the carrier.

The foreman, irrespective of membership or nonmembership in any organization, are therefore to be given an opportunity to designate by a majority vote the representation of their choice, as follows:

Those who desire to be represented by system council, International Association of Railroad Supervisors of Mechanics, mark an X in this square

☐

Those who desire to be represented by individuals or by any other organization write the name of such individual or organization here

☐

and mark an X in this square

Those who desire any other form of representation mark an X in this square

and indicate below the form of representation desired

☐

A separate ballot shall be prepared covering bridge and building department foremen and distributed to such foremen of mechanics in that department in the same manner as followed for other foremen. This ballot shall be considered separate and distinct from the ballot covering foremen, and the result of the tabulation of said ballots shall govern the question of representation for bridge and building department foremen.

In preparing ballot for the bridge and building department foremen the following should appear in addition to the information as shown on the illustrative ballot above.

Those who desire to be represented by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, mark an X in this square

☐

In the conference which the Labor Board has directed to be held between the interested parties to this dispute preparatory to conducting the ballot the said authorized representatives shall make such arrangements as will be necessary to preserve the absolute secrecy of the above referred to ballot.

## EMPLOYEES ELIGIBLE TO VOTE.

All employees directly interested in this dispute who are included in the Transportation Act as "subordinate officials" and who are included in the act as within the jurisdiction of the Labor Board are eligible to vote. The act provides that the term "subordinate officials" includes officials of carriers of such class or rank as the Interstate Commerce Commission shall designate by regulation duly formulated and issued, therefore this ballot is intended to apply to only such classes of subordinate officials as are now or may hereafter be defined and classified by the Interstate Commerce Commission as

such subordinate officials. This shall include all employees coming under the provisions of this decision who have been laid off or furloughed and are entitled to return to the service under the seniority rules when the force is restored to what is generally recognized as constituting a normal force, if accessible, which employees shall be furnished a ballot and be permitted to vote.

#### DISTRIBUTION, VOTING, AND COUNTING.

A general committee composed of duly authorized representatives of the carrier and the duly authorized representatives of any organization or 100 or more unorganized employees participating in accordance with the provisions of this decision, will be located at designated places for the purpose of distributing, receiving, counting, and tabulating the results of the ballot.

A local committee composed of the duly authorized representatives as above outlined will be established at each division point for the purpose of receiving, distributing, packing, and forwarding the ballots by express or registered mail to the general committee. Local committees will see that each employee is given every opportunity to vote and that his ballot is placed in an envelope and sealed; the local committee shall also keep a record of the ballots received.

Only the general committee is authorized to open envelopes and count the ballots. Where the force is limited and the local committee can not be procured, arrangements shall be made to place ballots in the hands of such employees and they shall be properly instructed as to the manner of getting their ballot to the general committee.

The ballot should be completed at the earliest possible date. No one but the general committee is authorized to open, count, and tabulate the returns of the ballot, and all parties to the dispute are entitled to be present when any ballots are opened and counted.

When the ballots have been canvassed the result shall be reported to the Labor Board, and the representatives of the carrier and the employees will proceed with the negotiation of rules if the majority vote in favor of such procedure.

If either party to this dispute believes that the spirit and intent of this decision is not being complied with, the complaint should be filed with the Labor Board with all supporting data.

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#### DECISION NO. 420.—DOCKET 772.

*Chicago, Ill., November 19, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New York Central Railroad Co.**

*Question.*—Shall three employees at Little Ferry, N. J., now classified and paid as drawbridge operators be reclassified and paid as lever men?

*Statement.*—A joint statement was filed with the Labor Board setting forth the positions of the respective parties to this controversy, which was later supplemented by oral presentation. The evidence so submitted indicates that three men are employed at Little Ferry,

N. J., who are classified and paid as drawbridge operators in connection with the operation of the drawbridge where the river division of the New York Central Railroad crosses Overpeck Creek.

The evidence further indicates that the duties of the men in question are solely in connection with the operation of the drawbridge; that they are not required to handle orders or messages for trains, to either record or report the arrival, departure, or passing time of trains, nor to space trains; that they do not report to, nor take orders from, the train dispatcher—in fact, there is no direct means of connection with them by either telephone or telegraph; and that they operate certain levers on the bridge only when the bridge is opened to permit boats to pass through, which operation automatically sets certain signals at both ends of the bridge.

*Decision.*—The claim for reclassification and rating as lever men is denied.

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DECISION NO. 421.—DOCKET 816.

*Chicago, Ill., November 19, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Grand Trunk Railway System (Western Lines).

*Question.*—Are employees who were in the service of the carrier May 1, 1920, and who remained therein up to and including 12.01 a. m., July 20, 1920, and employees who entered the service subsequent to May 1, 1920, and remained therein up to and including 12.01 a. m., July 20, 1920, entitled to the increases established by Decision No. 2 for the time so served?

*Decision.*—Yes. See Interpretation No. 19 to Decision No. 2.

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DECISION NO. 422.—DOCKET 817.

*Chicago, Ill., November 19, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Detroit & Toledo Shore Line Railroad Co.

*Question.*—Alleged refusal of the carrier to negotiate rules and working conditions.

*Statement.*—A dispute was duly filed with the Labor Board by representatives of the employees, purporting to show that the employees of the above-named carrier had endeavored to secure a conference with the carrier for the purpose of discussing rules and working conditions, but that said carrier declined to enter into such negotiations.

At the oral hearing which was conducted by the Labor Board only representatives of the employees were present. After a general discussion of their case they stated that a further effort would be made on their part to secure a conference with the carrier for the purpose of settling, if possible, the dispute in question, but requested that the Labor Board accept the evidence which was sub-

mitted and that, in the event of their failure to effect a settlement and the case being again brought to the attention of the Labor Board, said evidence be then considered.

*Decision.*—This case is considered closed, but if further submission is made in connection with the dispute the evidence which has been submitted in connection therewith will, in accordance with the request of the employees, be given due consideration.

#### DECISION NO. 423.—DOCKET 821.

*Chicago, Ill., November 19, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).**

*Question.*—Proper compensation for three employees temporarily assigned to perform certain telegraph-line work occasioned by a storm.

*Statement.*—The joint submission contained the following:

*Statement.*—A conference was held in compliance with section 301 of the transportation act, 1920, in which a mutual agreement was not reached. System Federation No. 114, affiliated with the Railway Employees' Department of the American Federation of Labor, believes that the employees mentioned herein should have been compensated according to the provisions of rule 10 of the shopmen's national agreement instead of rule 15.

*Employees' position.*—A. E. Burges, Ross Fox, and C. W. McAlpine were employed by the Southern Pacific Co. in the telegraph department as linemen from August 6 to 15, 1920, on an emergency job caused by a storm east of Bowie, Ariz., and at Tucson, Ariz., on the Tucson Division. These men were employed at Los Angeles at the rate of 81 cents per hour and were required to go from Los Angeles to Bowie to repair telegraph lines and replace poles which had been torn down by a storm. When this job was completed the men were informed that they would be compensated according to the provisions of rule 15 of the shopmen's national agreement.

Rule 15 of the shopmen's national agreement provides the way in which an employee is regularly compensated according to the work that he performs.

Rule 10 provides the way in which compensation should be allowed to men sent out on emergency work.

"RULE 10. Employees, except as the provisions of rules 12 and 15 apply, sent out on the road for emergency service shall receive continuous time from the time called until their return, as follows:

"Overtime rates for all overtime hours and straight time for the recognized straight-time hours at home station, whether working, waiting, or traveling, except that after the first 24 hours, if relieved from duty and permitted to go to bed for five or more hours, they will not be allowed time for such hours, provided that in no case shall an employee be paid for less than eight hours on week days, and eight hours at one and one-half time for Sundays and recognized holidays for each calendar day. Where meals and lodging are not provided by the railroad, actual expenses will be allowed. Employees will receive all allowances for expenses not later than the time when they are paid for the service rendered. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated."

*Employees' contention.*—The employees contend that the employees named in this submission should be compensated according to the provisions of rule 10 of the shopmen's national agreement instead of rule 15.

*Carrier's position.*—Messrs. Burges, Fox, and McAlpine were not employees sent out on the road for emergency service. They were, instead, linemen hired at Los Angeles, Calif., for service at San Simon, Ariz. In August, 1920, a storm blew down some telegraph line; the regular district lineman at Tucson repaired this line temporarily in the emergency. It then became necessary to

repair permanently the line thus temporarily repaired. There was at the same point and at the same time, then awaiting attention, some other general maintenance work, which the district lineman could not handle alone. Accordingly, it was necessary to employ additional men to assist him. These additional men we were unable to obtain at Tucson, which was the nearest town of importance. It was therefore necessary to seek these men at Los Angeles, the next town of importance. At Los Angeles Messrs. Burges, Fox, and McAlpine were employed for service at San Simon, all the circumstances of their employment being thoroughly understood by them and apparently being satisfactory to them.

Rule 10 covers employees sent out on road for emergency service; these men were not employees; they were hired as new men to fill regular temporary jobs and perform regular duties as regular road linemen. They were hired at Los Angeles instead of at the scene of the work—which was unsettled territory—merely because they happened to be in Los Angeles when employed.

The carrier feels that these gentlemen have been adequately and honestly compensated according to the understanding with them at the time of their employment, as follows:

1. Rate of pay, 81 cents an hour.
2. Day's pay for traveling between point of employment and scene of work.
3. Free transportation and Pullman space Los Angeles to scene of work and from scene of work back to Los Angeles.
4. Actual living expenses while at scene of work, amounting to \$31.96, \$32.94, and \$30.81.

*Decision.*—The service in question should have been compensated for in accordance with rule 10 above quoted; therefore, the employees in question should be reimbursed to the extent of the difference between the amount that they would have earned under the provisions of rule 10 as compared with their actual compensation under rule 15.

#### DECISION NO. 424.—DOCKET 822.

*Chicago, Ill., November 19, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. New York Central Railroad Co.**

*Question.*—Shall John Lanon, formerly employed as machinist at Englewood roundhouse, be reinstated and paid for time lost?

*Statement.*—Written submissions were filed with the Labor Board by the respective parties to this dispute and were supplemented by oral presentation. The evidence so submitted indicates that John Lanon was employed as a machinist at Englewood roundhouse from May, 1920, to December 13, 1920, when he was dismissed from the service for alleged insubordination.

*Decision.*—The claim for reinstatement is denied.

#### DECISION NO. 425.—DOCKET 880.

*Chicago, Ill., November 19, 1921.*

**American Federation of Railroad Workers v. Toledo & Ohio Central Railway Co.**

*Question.*—A dispute has been duly filed with the Railroad Labor Board indicating that there is a difference of opinion between certain employees of the mechanical crafts affiliated with the Ameri-

can Federation of Railroad Workers and the management of the Toledo & Ohio Central Railway Co. as to the right of that organization to represent employees of each of said mechanical crafts, namely, machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, and carmen.

*Statement.*—Written evidence was filed with the Labor Board by the respective parties to this controversy, which was later supplemented by oral presentation. The evidence so submitted indicates that pursuant to the issuance of Decision No. 119 by the Labor Board, H. E. Speaks, general manager of the above-named carrier, issued on May 18, 1921, a notice to all employees concerned in the locomotive, car, and stores department (except clerical forces), stating that an election would be held on May 24, 1921, for the purpose of electing representatives authorized to confer and decide upon rules and working conditions with the carrier. The said notice provided that all furloughed employees would be entitled to vote and that the foremen at each of the various polling places would identify the employees as they cast their votes. This notice also contained other instructions as to balloting and stated that the employees might have a representative present at each of the balloting points listed therein.

The evidence does not indicate that the representatives of the employees were called into conference prior to the date set for this election, nor were the representatives of the employees given a voice as to the method to be followed in conducting said election. The ballot prepared by the carrier specified the following organizations, the names of which are quoted therefrom:

The International Association of Machinists.

The International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

The International Brotherhood of Blacksmiths and Helpers.

The Amalgamated Sheet Metal Workers' International Alliance.

The Brotherhood of Electrical Workers.

The Brotherhood of Railway Carmen of America.

The American Federation of Railroad Workers.

A committee of any craft not affiliated with any labor organization.

In accordance with the general manager's notice of May 18, a ballot was taken, which resulted in considerably less than 50 per cent of the employees entitled to vote participating in said election. Of the votes actually cast, it is shown that the American Federation of Railroad Workers received a majority in all crafts. From the tabulation of the ballots it is shown that only in the carmen's and blacksmiths' crafts was there an expression of the majority of those entitled to vote. Accordingly, the carrier entered into negotiations with the representatives designated by the carmen and blacksmiths affiliated with the American Federation of Railroad Workers.

The carrier construes Principle No. 15 of Decision 119 to mean that an organization must receive votes equivalent to more than 50 per cent of the men employed in the respective crafts, and that upon determining the result of the above-referred-to ballot they felt that they could only enter into negotiations affecting blacksmiths and carmen.

It is shown in the evidence that shortly after conducting the above-referred-to ballot the representatives of the machinists, boilermakers, sheet-metal workers, and electrical workers, affiliated with

the Railway Employees' Department of the American Federation of Labor, submitted petitions to the carrier, to which were affixed signatures of the majority of the employees of said crafts. The carrier thereupon considered that these petitions represented the wishes of the majority of the men in these crafts, and accordingly entered into negotiations relative to rules and working conditions, the rules on which an agreement could not be reached having been submitted to the Labor Board for decision.

A submission has also been filed with the Labor Board indicating the rules proposed by the American Federation of Railroad Workers, the rules proposed by the carrier, and the rules agreed upon—the American Federation of Railroad Workers taking the position that they are entitled to represent all crafts, while the rules as submitted by the carrier apply only to blacksmiths and carmen.

*Decision.*—Based upon the evidence before it, the Railroad Labor Board decides that the vote taken on May 24, 1921, be considered null and void; also that the petitions submitted by representatives of the Railway Employees' Department of the American Federation of Labor be likewise considered null and void; and that a conference be arranged between the carrier and the interested organizations for the purpose of conducting a further ballot in accordance with the procedure outlined in Decision No. 218 issued by the Labor Board as applying to the management of the Pennsylvania System and the employees thereon.

A conference should be arranged and the balloting conducted as soon as possible after receipt of this decision.

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DECISION NO. 426.—DOCKETS 922, 947, 948, 949, 956.

*Chicago, Ill., November 30, 1921.*

Boston & Maine Railroad; Maine Central Railroad Co.; New York, New Haven & Hartford Railroad Co.; Central New England Railway Co.; Portland Terminal Co. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; and Brotherhood of Railroad Station Employees.

*Question.*—Request of carriers for elimination of inequalities in rates of pay of certain clerical and station employees paid on a daily basis.

*Statement.*—Prior to January 1, 1920, the effective date of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, it was the practice, generally, of the carriers in question to pay employees in clerical and station service on a daily basis. Some employees were assigned to duty six days a week and some seven days a week, and the employees working six and seven days per week both received the same daily rate of pay.

Rules 66 of the clerks' national agreement, effective January 1, 1920, reads as follows:

Except as provided in rule 49 of Article VI, employees heretofore paid on a monthly or weekly basis shall be paid on the daily basis. To determine the daily rate for monthly-rated employees, multiply the monthly rate by twelve (12) and divide by three hundred and six (306). To determine the daily rate

for weekly-rated employees, multiply the weekly rate by fifty-two (52) and divide by three hundred and six (306). To determine the pro rata hourly rate, divide the daily rate determined as above by eight (8). Nothing herein shall be construed to permit the reduction of days for the employees covered by this rule (66) below six (6) per week, excepting that this number may be reduced in a week in which holidays occur by the number of such holidays.

This rule provides that employees, except those covered by rule 49, heretofore paid on a monthly or weekly basis shall be paid a daily rate, and prescribes the method for converting monthly and weekly rates into daily rates. Shortly after the issuance of the clerks' national agreement, a dispute arose between the representatives of the employees and the carriers involved in this dispute with reference to the applicability of rule 66 to the classes of employees covered by the clerks' national agreement paid on a daily or hourly basis.

Being unable to reach an agreement, the question was submitted jointly by the employees and the carriers to the United States Railroad Administration for decision. Under decision of Railway Board of Adjustment No. 3, subsequently issued, the carriers involved in this dispute were required to apply rule 66 to employees paid on a daily or hourly basis. This resulted in clerical and station employees working seven days a week, who formerly received the same daily compensation as employees working six days a week, thereafter receiving a higher daily rate of pay.

The carrier claims that rule 66 of the clerks' national agreement refers solely to the method of computing the daily rate of employees paid on a monthly or weekly basis, and makes no reference to employees paid on a daily or hourly basis; and contends that the application of this rule to employees paid on a daily or hourly basis has resulted in unjustifiable inequalities in the daily rates of pay of positions which had previously paid the same rate per day, and has caused dissatisfaction among employees in clerical and station service working six days a week who were not increased, and has also caused a large unwarranted expense.

The employees contend that the intent of rule 66 of the clerks' national agreement was to provide for the payment of all employees in clerical and station service on a daily basis. Where employees had previously been paid on a monthly or weekly basis it provided that the rate per month or week should be multiplied by 12 or 52, respectively, and divided by 306. It is claimed that while the rule did not specifically refer to employees paid on a daily basis it is evident that to not follow the same formula with respect to daily-rated employees working seven days a week would result in an inequality in so far as such daily-rated employees were concerned.

*Opinion.*—It is the opinion of the Labor Board that rule 66 of the clerks' national agreement, herein quoted, prescribes the manner of determining the daily rate for employees paid on a monthly or weekly basis. It makes no reference to employees paid on a daily basis, and the application of the formula prescribed therein for converting monthly and weekly rates to a daily basis to employees who were already paid on a daily basis had the effect of establishing inequalities in the rates of pay of employees performing the same work in the same office who had previously received the same rate of pay per day regardless of whether they worked six or seven days a week.

When the Labor Board extended the effective period of the clerks' national agreement, it adopted for a temporary purpose rule 66 and in a sense made it a rule of this Board. The Labor Board, therefore, has a right to construe this rule and interpret its meaning, and is not bound by the construction placed on the rule by any other authority existing prior to the passage of the Transportation Act, 1920.

*Decision.*—The Labor Board, therefore, decided that effective December 16, 1921, the differential now existing between the daily rate of pay of employees working on a six- and seven-day-per-week basis, caused by the application of rule 66 of the clerks' national agreement to daily- and hourly-rated employees, shall be abolished by reducing the daily rate of the seven-day-per-week employees to the daily rates paid six-day-per-week employees.

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**DECISION NO. 427.—DOCKET 25.**

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to request for continuation of the national agreement in accordance with ruling of the Labor Board extending Decision No. 2 to cover the Pullman Co.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 428.—DOCKET 25.1.**

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to the application of Decision No. 2 to seamstresses in upholstery department.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

## DECISION NO. 429.—DOCKET 25.2.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to alleged violation of rules 39 and 49 of the national agreement.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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## DECISION NO. 430.—DOCKET 25.3.

*Chicago, Ill., December 1, 1921.*

Railway Employees Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to the dismissal of Warren O'Neal, car cleaner at Atlanta, Ga., in alleged violation of rule 37 of the national agreement.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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## DECISION NO. 431.—DOCKET 25.4.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question in dispute is in regard to protest against the Pullman Co.'s plan of employee representation.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and

that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 432.—DOCKET 25.5.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.

*Question.*—The question submitted is in regard to alleged violation of the national agreement in closing the Buffalo shops, Buffalo, N. Y., November 2, 1920, and refusal to recognize committee.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 433.—DOCKET 25.6.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.

*Question.*—The question submitted is in regard to the dismissal of seven women car cleaners.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 434.—DOCKET 25.7.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.

*Question.*—The question submitted is in regard to alleged violation of rule 37 of the national agreement in dismissing Blanche Moore, car cleaner, Oakland, Calif.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 435.—DOCKET 25.9.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to alleged violation of rules 32 and 33 of the national agreement.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 436.—DOCKET 25.10.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to dismissal of F. J. Obermark, general chairman of the sheet-metal workers.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

## DECISION NO. 437.—DOCKET 25.11.

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to alleged violation of rules 1, 27, and 36 by closing repair shops at noon, November 2, 1920.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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## DECISION NO. 438.—DOCKET 25.12.

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to alleged violation of the national agreement in the dismissal of Mrs. L. C. Johnson, Los Angeles, Calif.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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## DECISION NO. 439.—DOCKET 141.

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to increase in basic day to 9 hours, making a total of 50 hours per week.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that

further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 440.—DOCKET 441.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the correct computation of overtime worked by certain employees in the truck department at Calumet shops, Chicago, Ill.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 441.—DOCKET 442.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the alleged dismissal of C. L. Collins, Denver, Colo.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 442.—DOCKET 446.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the reinstatement of A. Skibo, Santa Fe yards, Chicago, Ill.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 443.—DOCKET 447.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.

*Question.*—The question submitted is in regard to the dismissal of Adam James, Sadie Warner, and Mamie Morton, Mott Haven yards, Bronx, N. Y.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 444.—DOCKET 448.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.

*Question.*—The question submitted is in regard to the alleged discharge of W. Irwin, Denver, Colo.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

**DECISION NO. 445.—DOCKET 451.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the dismissal of Lillian Imhoff, car cleaner, Louisville, Ky.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 446.—DOCKET 452.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the discharge of Mary York, Eva Enijak, Lillian Jackson, Bronia Chilbenski, and Bertha Harvey at Detroit, Mich.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted, with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 447.—DOCKET 453.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the correct overtime rate in accordance with rule 7 of the national agreement affecting overtime worked by certain employees in the trimming department in the Calumet shops, Chicago, Ill.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that fur-

ther negotiations will be conducted, with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 448.—DOCKET 455.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the dismissal of George Mullin, blacksmith helper, Wilmington shops, Wilmington, Del.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted, with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 449.—DOCKET 592.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the discharge of A. T. McDonald, electrical worker, Louisville, Ky.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed, without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 450.—DOCKET 593.**

*Chicago, Ill., December 1, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.**

*Question.*—The question submitted is in regard to the dismissal of Etta Rhodes, Lydia Swan, Julia Strobris, and Emily James, Grand Rapids, Mich.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed, without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 451.—DOCKET 615.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to the discharge of Adolph Elgan, Mary Griffin, Annie Cicko, Lillian Baxter, Anna Hora, Pearl Kessler, and Dollie Wittstruck in alleged violation of rules 27 and 37 of the national agreement.

*Decision.*—This case, together with several other cases, was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed, without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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DECISION NO. 452.—DOCKET 616.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to the dismissal of W. T. Bennett, machinist in the Buffalo shops, Buffalo, N. Y.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

## DECISION NO. 453.—DOCKET 617.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to the violation of rule 37 of the national agreement.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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## DECISION NO. 454.—DOCKET 618.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to the dismissal of A. M. Herbert and F. Seegar, vacuum operators, New Orleans, La.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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## DECISION NO. 455.—DOCKET 619.

*Chicago, Ill., December 1, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Pullman Co.

*Question.*—The question submitted is in regard to the dismissal of Emma Gregory, Christopher Roulston, Clara Daniels, Elizabeth Ward, and Margaret Martin, car cleaners, New York, N. Y.

*Decision.*—This case together with several other cases was referred to the Labor Board for decision. The Board understands

that subsequent to filing this dispute an agreement has been negotiated and consummated between the above-named parties, and that further negotiations will be conducted with a view to disposing of this and other disputes.

In view of this fact, this case will be considered closed without prejudice to the right of either party in making further submission in connection therewith, if it so desires.

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**DECISION NO. 456.—DOCKET 846.**

*Chicago, Ill., December 1, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Arizona Eastern Railroad Co.**

*Question.*—Are employees represented by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers entitled to working agreement and rules governing working conditions as provided for in Decision No. 119?

*Statement.*—This case was submitted to the Labor Board in ex parte form by representatives of the employees on July 12, 1921. Under date of November 23, 1921, the chief executive of the above-named organization made a request that this case be withdrawn.

*Decision.*—In view of the above-referred-to request for withdrawal, this case is considered closed.

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**DECISION NO. 457.—DOCKET 355.**

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Illinois Central Railroad Co.**

*Question.*—Request for reinstatement of the Misses M. Lannon, M. Bury, and M. Murphy.

*Decision.*—The employees having requested the withdrawal of this dispute and the carrier having concurred in its withdrawal, the case is removed from the docket and the file closed.

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**DECISION NO. 458.—DOCKET 520.**

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Dispute in connection with bulletined position not awarded to employees holding seniority.

*Statement.*—On September 19, 1920, the position of bridge and building clerk was bulletined. H. L. Loretz, whose seniority dates from June 26, 1913, bid for the position, but it was assigned to E. J. Turre, whose seniority dates from March 1, 1919.

The employees contend that Mr. Loretz had sufficient fitness and ability to competently perform the clerical duties of the position for which he applied and should have been given an opportunity to qualify thereon.

The carrier concedes that he may have been competent to perform the clerical duties of the position, but contends that the clerical work comprised a comparatively small part of the duties of the position, and that Mr. Loretz was not qualified by experience or training to perform the duties requiring other than clerical ability.

Rule 6 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I, of this agreement.

NOTE.—The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy" where two or more employees have adequate "fitness and ability."

The intent of this rule is to establish seniority as the first consideration in selecting the successful applicant for a bulletined position, but there must be coupled with seniority fitness and ability to qualify on the position in the 30 days' trial provided for in rule 10.

*Decision.*—Basing this decision on the evidence before it, including the proceedings of hearing, the Labor Board sustains the action of the carrier.

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DECISION NO. 459.—DOCKET 523.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Dispute regarding payment for certain clerical employees in accounting department on a monthly basis instead of a daily basis, as provided in rule 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

*Decision.*—It appears that this dispute covers a difference of opinion between the employees and the carrier with reference to application of rule 66 of the clerks' national agreement to clerical employees in the accounting department, and that no claims for payment in accordance with the employees' understanding of the rule are pending for adjustment.

As the rule which is the subject of this particular dispute has been given consideration in conferences conducted between representatives of the employees and the carrier in accordance with Decision No. 119, the Labor Board does not consider it desirable to pass upon this dispute at this time.

The case is therefore removed from the docket and the file closed.

## DECISION NO. 460.—DOCKET 636.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad Co.**

*Question.*—Shall Helen Hays, clerk in the freight station at Hattiesburg, Miss., be permitted to exercise seniority rights in the office of superintendent of transportation?

*Statement.*—On December 22, 1920, position held by Miss Hays at freight station, Hattiesburg, Miss., was abolished. Miss Hays sought to exercise her seniority rights in the office of the superintendent of transportation, but was denied this privilege on the ground that she did not hold seniority in that department.

The employees contend that the office of superintendent of transportation and the local freight office at Hattiesburg, Miss., are in the same seniority district, and that Miss Hays should be permitted to exercise her seniority as requested.

The carrier contends that the two offices named are not in the same seniority district, and that Miss Hays is not entitled to exercise her seniority rights in the office of the superintendent of transportation.

Rule 7 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

Seniority districts of defined limits shall be established by mutual agreement between the management and duly accredited representatives of the employees, and, pending the establishment of such districts, the districts as now established by agreement, or those established by Supplement No. 7 to General Order No. 27 and interpretations thereto, shall remain in effect.

The employees claim that under an oral agreement between the representatives of the employees and a former official of the carrier, two seniority districts were established—one embracing all the employees in the general office and the other all employees under the jurisdiction of the superintendent of transportation and the division superintendent. The carrier denies the existence of any such agreement.

In lieu of the establishment of seniority districts as provided for in rule 7 of the clerks' national agreement, above quoted, seniority districts established by Supplement No. 7 to General Order No. 27 shall remain in effect. This supplement contains the following provision:

Article XII (b). Seniority will be restricted to each classified department of the general and other offices and of each superintendent's or master mechanic's division.

*Decision.*—The Labor Board decides that the office of the superintendent of transportation and the local freight office at Hattiesburg, Miss., are not within the same seniority district as contemplated by section (b), Article XII of Supplement No. 7 to General Order No. 27, above quoted.

Claim of the employees is therefore denied.

## DECISION NO. 461.—DOCKET 646.

Chicago, Ill., December 1, 1921.

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Illinois Central Railroad Co.**

*Question.*—Claim of certain clerical employees in the general offices of the carrier for additional compensation for service performed on Saturday afternoons.

*Statement.*—The employees involved in this dispute were required to work for a period of three hours on various Saturday afternoons, for which no additional compensation was allowed.

The employees claim that under rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees the employees in question are entitled to additional compensation for service performed in excess of regular bulletined hours up to and including the forty-eighth hour of service, and thereafter at the rate of time and one-half.

The carrier contends that rule 57 does not contemplate the payment of additional compensation for emergency work performed by clerical employees on Saturday afternoons.

Rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads, in part, as follows:

Except as otherwise provided in these rules, time in excess of eight hours, exclusive of meal period, on any day, will be considered overtime and paid on the actual minute basis.

For hourly-rated employees, except as otherwise provided in these rules, overtime will be computed at the rate of time and one-half time.

For daily-rated employees, except as otherwise provided in these rules, when the full number of hours per week (produced by multiplying by eight the days of the weekly assignment) are worked, overtime will be computed at the rate of time and one-half time. Where the total hours worked in regular assignment do not equal the number of hours so produced, overtime will be computed pro rata until the weekly period is fulfilled; thereafter overtime will be computed at the rate of time and one-half time.

It is understood that where in a given office it has been the practice to let employees off for a part of the 8-hour day on certain days of the week, such practice shall not be rescinded and shall not be departed from except in cases of emergency.

*Decision.*—In the opinion of the Labor Board the last paragraph of rule 57, above quoted, does not contemplate that employees who are required to work on Saturday afternoon shall be paid overtime therefor. This language in the rule is to provide for the continuation of the practice of allowing employees to be off a part of the day on certain days of the week where such practice is in effect, but when required to work in case of emergency on such days it does not provide for additional compensation therefor.

Claim of employees is therefore denied.

## DECISION NO. 462.—DOCKET 653.

*Chicago, Ill., December 1, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway Co.

*Question.*—Claim of J. W. Britt, crew caller in the yardmaster's office, Tyler, Tex., for the right to exercise his seniority to displace crew caller in the motive-power department at the same point.

*Statement.*—Effective April 11, 1921, the positions of crew callers in the yardmaster's office at Tyler, Tex., were abolished, and the work of calling train crews was assigned to the engine-crew callers, who were under the jurisdiction of the motive-power department.

The employees contend that this action of the carrier constituted a consolidation of departments as referred to in rule 26 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and that Mr. Britt should be permitted to exercise his seniority rights over junior employees in accordance with said rule.

The carrier states that the work attached to the positions of callers in the yardmaster's office decreased sufficiently to permit abolishing the positions and assigning the work to the engine-crew callers in the motive-power department. It is claimed that this action constituted a reduction of force, and that the provisions of rules 21 and 27 of the clerks national agreement apply and were strictly adhered to in making the change.

It appears that the yardmaster's office at Tyler, Tex., by agreement with the duly accredited representatives of the clerks, was a separately classified seniority district. There were employed in this office in addition to other clerical employees three train-crew callers, each working 8 hours in a 24-hour period. The office of the superintendent of motive power was also a separately classified district, and there were attached to that office three engine-crew callers, each working 8 hours in a 24-hour period. The business decreased sufficiently to permit abolishing the positions of train-crew callers in the yardmaster's office and assigning the work to the engine-crew callers in the motive-power department.

Rule 26 of the clerks' national agreement reads as follows:

When, for any reason, two or more offices or departments are consolidated, employees affected shall have prior rights to corresponding positions in the consolidated office or department. After such rights have been exercised these rules will govern.

In this case there was no consolidation of departments or offices, but a consolidation of the work of three employees in one department with the work performed by three employees in another department. Rules 21 and 27 of the clerks' national agreement cover reductions in force and abolition of positions, and it is not claimed that the provisions of these rules were violated. Rules 21 and 27 of the clerks' national agreement read as follows:

Rule 21. When reducing forces seniority rights shall govern. When forces are increased employees shall be returned to service in the order of their seniority rights. Employees desiring to avail themselves of this rule must file their addresses each 90 days. Employees failing to renew their address each 90 days or to return to the service within 7 days after being notified (by mail or tele-

gram sent to the address last given), or give satisfactory reason for not doing so, will be considered out of the service.

Rule 27. Employees whose positions are abolished may exercise their seniority rights over junior employees. Other employees affected may exercise their seniority in the same manner.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 463.—DOCKET 678.

*Chicago, Ill., December 1, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad Co.

*Question.*—Shall R. H. Boteler, clerk in the chief dispatcher's office, Hattiesburg, Miss., be permitted to exercise his seniority rights in the local freight office at Jackson, Miss.?

*Statement.*—On January 1, 1921, the position held by Mr. Boteler was abolished. He thereupon requested permission to exercise his seniority in the local freight office at Jackson, Miss.

The employees contend that he was carried on the same seniority roster as the clerks in the Jackson freight office and should have been permitted to exercise his seniority in that office. The carrier contends that he was not in the same seniority district and not entitled to displace an employee younger in the service at Jackson freight office.

Rule 7 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

Seniority districts of defined limits shall be established by mutual agreement between the management and duly accredited representatives of the employees, and pending the establishment of such districts the districts as now established by agreement or those established by Supplement No. 7 to General Order No. 27 and interpretations thereto shall remain in effect.

The employees claim that under an oral agreement between representatives of the employees and a former official of the carrier two seniority districts were established—one embracing the employees in the general office and the other the employees under the jurisdiction of the superintendent of transportation and the division superintendent. The carrier denies the existence of any such agreement.

In lieu of the establishment of seniority districts, as provided in rule 7 of the clerks' national agreement, above quoted, seniority districts established by Supplement No. 7 to General Order No. 27 of the United States Railroad Administration shall remain in effect. This supplement contains the following provision:

Article XII (b). Seniority will be restricted to each classified department of the general and other offices and of each superintendent's or master mechanic's division.

*Decision.*—Under the provisions of section (b), Article XII of Supplement No. 7 to General Order No. 27, above quoted, the local freight office at Jackson, Miss., and the chief dispatcher's office at Hattiesburg, Miss., are within the same department of the superintendent's division on which R. H. Boteler was employed, and the

Labor Board therefore decides that he should be permitted to exercise his seniority rights to any position within the scope of the clerks' national agreement in the local freight office at Jackson, Miss., in accordance with rules 27 and 31 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station employees.

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DECISION NO. 464.—DOCKET 679.

*Chicago, Ill., December 1, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad Co.

*Question.*—Dispute regarding the right of Laura Peacock to exercise her seniority rights in connection with the abolishment of her position in the local freight office at Hattiesburg, Miss.

*Decision.*—The employees having requested the withdrawal of this dispute, and the carrier having concurred therein, the case is removed from the docket and the file closed.

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DECISION NO. 465.—DOCKET 682.

*Chicago, Ill., December 1, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.

*Question.*—Shall the rate established by the United States Railroad Administration for employees classified as check clerks in the freight office, Springfield, Mo., continue in effect after the expiration of Federal control?

*Statement.*—During the period of Federal control the positions involved in this dispute were changed from classification of stevedores at hourly rate of 42 cents to check clerks at monthly rate of \$87.50. A dispute arose as to the proper rate of pay for the employees in question, and under date of January 8, 1921, the Director General of Railroads issued a decision requiring the establishment of a rate of \$91 per month for the positions. The carrier thereupon paid the employees involved the difference between the rate that they had been receiving, namely, \$87.50 per month, and the rate provided for therein, namely, \$91 per month, until the expiration of Federal control; but continued to pay the employees at the rate of \$87.50 per month from March 1, 1920.

The employees contend that the rate of \$91 per month having been authorized by the Director General of Railroads it became a part of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees and should remain in effect as provided in rule 86 of said agreement.

The carrier states that the rate of the position in question at 12.01 a. m., March 1, 1920, was \$87.50 per month, and that the increases provided in Decision No. 2 were added to this rate. It is claimed

that the employees in question were not performing the same work as check clerks who were paid the rate of \$91 per month, and an immediate protest was made to the Director General of Railroads when decision dated January 8, 1921, was received. However, it was ordered by the United States Railroad Administration that the decision be applied during the period of Federal control, and in the belief that the payment of the rate at \$91 per month was not justified the carrier did not change the rate paid after March 1, 1920.

Rule 86 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

Rates of pay for employees named herein authorized by Supplement No. 7 to General Order No. 27, including addenda and interpretations thereof (except as affected by the change from monthly or weekly rates to daily rates as provided in rule 66 of Article VIII), also any new rates which may hereafter be authorized by the Director General, shall become a part of this agreement and shall remain in effect during Federal operation until changed as provided herein, except that positions described in Interpretation No. 20 to Supplement No. 7 to General Order No. 27, which have been rated as clerks in error may be rerated and paid in accordance with Article VI of Supplement No. 7 to General Order No. 27 when such positions become vacant or if new positions are created.

Decision No. 2 of the Labor Board contains the following provision:

The Board assumes as the basis of this decision the continuance in full force and effect of the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration. Pending the presentation, consideration, and determination of the questions pertaining to the continuation or modification of such rules, conditions, and agreements, no changes therein shall be made except by agreement between the carrier and employees concerned. (I. R. L. B., 18.)

Article II of Decision No. 2, which prescribes the increases to be applied to the rates of pay of the classes of employees involved in this dispute, contains the following provision:

Add to the rates established by or under the authority of the United States Railroad Administration for each of the hereinafter named classes the following amounts per hour. (I. R. L. B., 22.)

*Decision.*—The Labor Board decides that the rates of the positions involved in this dispute, established by or under the authority of the United States Railroad Administration, was \$91 per month, and in accordance with the provisions of rule 86 of the National Agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, Decision No. 2 of the Labor Board, and the Transportation Act, 1920, this rate shall remain in effect until changed by mutual agreement or by decision of the Board.

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DECISION NO. 466.—DOCKET 692.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Dispute regarding classification and rate of pay of position of baggageman-clerk, Oakland, Calif.

*Statement.*—Prior to April 1, 1921, the position of station truckman at the point named was paid at the rate of 56 cents per hour. The major portion of the time consumed by this employee was devoted to the work of trucking and handling baggage. On that date there was added to the position sufficient clerical duties to justify its classification as a clerk within the definition of rule 4 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and it was thereupon designated as baggageman-clerk at rate of \$4.48 per day. This rate was established by multiplying the hourly rate of 56 cents per hour by the number of hours constituting a day's work.

The employees contend that the change constituted the establishment of a new position, the rate of which should conform with the rate of position of similar kind and class in the seniority district where it was created. It is also claimed that the rate should have been established by applying the principle contained in rule 66 of the clerks' national agreement; i. e., by multiplying the hourly rate by the number of hours constituting the yearly assignment and dividing the result by 306.

The carrier contends that rule 66 of the clerks' national agreement has no application in this case, and that the duties of the position are not similar to the duties of positions in the same seniority district which the employees claim are of similar kind and class.

*Decision.*—Basing this decision on the evidence before it with respect to the duties of the position, the Labor Board decides that the position of the carrier is sustained.

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#### DECISION NO. 467.—DOCKET 722.

*Chicago, Ill., December 1, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri, Kansas & Texas Railway.

*Question.*—Request for reinstatement of L. H. Greenleaf and W. B. Strawn, Parsons, Kans.

*Statement.*—The employees in question were dismissed from the service on August 25, 1921, for alleged violation of the carrier's rules 400 and 405 and disregard of Principles 2 and 6 of Decision No. 119 of the Labor Board. The carrier's rules 400 and 405 read as follows:

400. Each person in the employ of the railway is expected to devote himself exclusively to its service, attending during the prescribed hours of the day or night.

405. No employee will be permitted to engage in other business without consent of the head of the department under whom he may be employed.

Principles 2 and 6 of Decision No. 119 read as follows:

2. The spirit of cooperation between management and employees being essential to efficient operation, both parties will so conduct themselves as to promote this spirit.

6. No discrimination shall be practiced by management as between members and nonmembers of organizations or as between members of different organi-

zations, nor shall members of organizations discriminate against nonmembers or use other methods than lawful persuasion to secure their membership. Espionage by carriers on the legitimate activities of labor organizations or by labor organizations on the legitimate activities of carriers should not be practiced.

It appears that there had been published by the employees in the office in which these men were employed a monthly paper entitled "The Monthly Disturbance," which contained various items of interest to the employees and was distributed without charge. The officer in charge of the office ordered the discontinuance of this paper; however, Messrs. Strawn and Greenleaf sought and obtained permission to continue it for another month. The paper which was published bore their names as editor and associate editor and was entitled "The New Era." It was entirely different to The Monthly Disturbance in so far as its contents were concerned. Further, it indicated on its face that it was to be sold at 5 cents per copy, but there is no evidence that any copies were sold. When The New Era came to the attention of the carrier, the matter was immediately taken up with the general chairman of the clerks' system board of adjustment, who instituted an investigation. While this investigation was in progress the employees were dismissed from the service and an investigation was held under the grievance rules contained in their agreement.

The carrier contends that rule 400 was violated in that some of the work in connection with the publication of this paper was performed during the time the employees were on duty; that rule 405 was violated in that the employees engaged in the publication of a paper without first having secured permission; and that Principles 2 and 6 of Decision No. 119 were violated in that the paper which was published contained matter destructive of morale and the good feeling which should exist between the employees and the carrier.

The employees contend that the paper in question was published in the interest of the organization; that Messrs. Strawn and Greenleaf were authorized at a regular lodge meeting to publish a paper for such purpose; and that the organization—not the employees—should be held accountable for their act. They submit an attested copy of the resolutions adopted at lodge meeting in support of their statement that these men were duly authorized by their lodge to engage in the publication of the paper as claimed.

*Opinion.*—In the opinion of the Labor Board rule 400 was not violated, as there was no evidence presented showing that any of the work in connection with the publication of the paper was performed during the working hours of the employees. There was not a direct violation of rule 405, as the employees in question sought and obtained permission to publish a paper. They did, however, deviate entirely from the permission which was given. The contents of the paper were entirely at variance with Principles 2 and 6 of Decision No. 119, particularly Principle 2, and certainly were conducive of destroying any spirit of cooperation which may have existed between the employees and the carrier.

*Decision.*—Request for reinstatement is denied.

## DECISION NO. 468.—DOCKET 753.

Chicago, Ill., December 1, 1921.

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.

*Question.*—Claim for additional compensation for time worked Saturday afternoon, September 18, 1920, by 29 employees in the office of freight auditor, Chicago, Ill.

*Statement.*—On Saturday afternoon, September 18, 1920, 29 clerical employees in the freight auditor's office were required to work for a period of three hours.

The employees claim that under rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees the employees in question are entitled to additional compensation at pro rata rate for service performed in excess of regular bulletined hours up to and including the forty-eighth hour of service and thereafter at the rate of time and one-half.

The carrier contends that rule 57 does not contemplate the payment of additional compensation for emergency work performed by clerical employees on Saturday afternoons.

Rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads, in part, as follows:

Except as otherwise provided in these rules time in excess of eight hours, exclusive of meal period, on any day, will be considered overtime and paid on the actual minute basis.

For hourly-rated employees, except as otherwise provided in these rules, overtime will be computed at the rate of time and one-half time.

For daily-rated employees, except as otherwise provided in these rules, when the full number of hours per week (produced by multiplying by eight the days of the weekly assignment) are worked, overtime will be computed at the rate of time and one-half time. Where the total hours worked in regular assignment do not equal the number of hours so produced, overtime will be computed pro rata until the weekly period is fulfilled; thereafter overtime will be computed at the rate of time and one-half time.

It is understood that where in a given office it has been the practice to let employees off for a part of the eight-hour day on certain days of the week, such practice shall not be rescinded and shall not be departed from except in cases of emergency.

*Decision.*—In the opinion of the Labor Board the last paragraph of rule 57, above quoted, does not contemplate that employees who are required to work on Saturday afternoons shall be paid overtime therefor. This language in the rule is to provide for the continuation of the practice of allowing employees to be off a part of the day on certain days of the week where such practice is in effect, but when required to work in case of emergency on such days it does not provide for additional compensation therefor.

Claim of the employees is therefore denied.

## DECISION NO. 469.—DOCKET 764.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Claim of certain clerical employees in the office of auditor of expenditures, Chicago, Ill., for additional compensation for work performed on Saturday afternoons, September 25 and October 9, 1920.

*Statement.*—Employees involved in this dispute were required to work for a period of four hours on the Saturday afternoons stated and received no additional compensation therefor.

The employees claim that under the provisions of rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees the employees in question are entitled to additional compensation for service performed in excess of the regular bulletined hours up to and including the forty-eighth hour of service and thereafter at the rate of time and one-half.

The carrier contends that rule 57 does not contemplate the payment of additional compensation for emergency work performed by clerical employees on Saturday afternoons.

Rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads, in part, as follows:

Except as otherwise provided in these rules time in excess of eight hours, exclusive of meal period, on any day, will be considered overtime and paid on the actual minute basis.

For hourly-rated employees, except as otherwise provided in these rules, overtime will be computed at the rate of time and one-half time.

For daily-rated employees, except as otherwise provided in these rules, when the full number of hours per week (produced by multiplying by eight the days of the weekly assignment) are worked, overtime will be computed at the rate of time and one-half time. Where the total hours worked in regular assignment do not equal the number of hours so produced, overtime will be computed pro rata until the weekly period is fulfilled; thereafter overtime will be computed at the rate of time and one-half time.

It is understood that where in a given office it has been the practice to let employees off for a part of the 8-hour day on certain days of the week, such practice shall not be rescinded and shall not be departed from except in cases of emergency.

*Decision.*—In the opinion of the Labor Board the last paragraph of rule 57, above quoted, does not contemplate that employees who are required to work on Saturday afternoons shall be paid overtime therefor. This language in the rule is to provide for the continuation of the practice of allowing employees to be off a part of the day on certain days of the week where such practice is in effect, but when required to work in case of emergency on such days it does not provide for additional compensation therefor.

Claim of the employees is therefore denied.

## DECISION NO. 470.—DOCKET 383.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Claim for additional compensation for time worked Saturday afternoon, August 21, 1920, by 13 employees in the office of the freight auditor, Chicago, Ill.

*Statement.*—On Saturday afternoon, August 21, 1920, 13 employees in the office of the freight auditor were required to work for a period of three hours.

The employees claim that under rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees the employees involved in this dispute are entitled to additional compensation at pro rata rates for service performed in excess of regular bulletined hours up to and including the forty-eighth hour of service and thereafter at the rate of time and one-half.

The carrier contends that rule 57 of the clerks' national agreement does not contemplate the payment of additional compensation for emergency work performed by employees on Saturday afternoons.

Rule 57 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads, in part, as follows:

Except as otherwise provided in these rules time in excess of eight hours, exclusive of meal period, on any day, will be considered overtime and paid on the actual minute basis.

For hourly-rated employees, except as otherwise provided in these rules, overtime will be computed at the rate of time and one-half time.

For daily-rated employees, except as otherwise provided in these rules, when the full number of hours per week (produced by multiplying by eight the days of the weekly assignment) are worked, overtime will be computed at the rate of time and one-half time. Where the total hours worked in regular assignment do not equal the number of hours so produced, overtime will be computed pro rata until the weekly period is fulfilled; thereafter overtime will be computed at the rate of time and one-half time.

It is understood that where in a given office it has been the practice to let employees off for a part of the 8-hour day on certain days of the week, such practice shall not be rescinded and shall not be departed from except in cases of emergency.

*Decision.*—The Labor Board decides that the last paragraph of rule 57, above quoted, does not contemplate the payment of overtime to employees required to work on Saturday afternoons. This language in the rule is to provide for the continuation of the practice of letting clerical employees off a part of the day on certain days of the week where such practice is in effect, but when required to work in case of emergency on such days it does not provide additional compensation therefor.

Claim of the employees is therefore denied.

## DECISION NO. 471.—DOCKET 887.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.**

*Question.*—Shall the position of collector on toll bridge at Muskogee, Okla., be included within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as defined in rule 1 of Article I thereof?

*Statement.*—On the toll bridge over the Arkansas River near Muskogee, Okla., there are employed three bridge collectors assigned to shifts of eight hours each. The duties of these employees are to sell the tickets covering toll charge for persons and vehicles crossing the bridge. The first-trick collector renders report of tickets issued and cash received to the auditor.

The employees state that the employees in question are performing work similar to that performed by ticket clerks, and contend that the positions come within the scope of the clerks' national agreement as defined in rule 1 of Article I thereof.

The carrier claims that the only work of a clerical nature as defined in rule 4 of the clerks' national agreement that is performed by these employees is the preparation of the ticket report to the auditor, which consumes about 30 minutes of each eight-hour trick, and contends that the positions do not come within the scope of the clerks' national agreement.

*Decision.*—The Labor Board decides that the positions in question do not come within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as defined in rule 1 of Article I thereof.

Claim of the employees is therefore denied.

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DECISION NO. 472.—DOCKET 888.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Erie Railroad Co.**

*Question.*—Claim for reinstatement of Mercedes Donnelan, Etta Hopper, Myrtle Bush, and Clara Reim for reinstatement with compensation for all time lost since March 12, 1921, on which date they were relieved from the service account of reduction in force.

*Decision.*—The employees having requested the withdrawal of this case and the carrier having concurred therein, the case is removed from the docket and the file closed.

## DECISION NO. 473.—DOCKET 893.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.**

*Question.*—Claim of J. Clarke, H. M. Dowling, T. F. Dalton, and James Carney for time lost in the months of March, April, May, and August, 1920, account election service.

*Statement.*—The employees in question were required to serve at election polls in compliance with notice from the Board of Election Commissioners of the State of Missouri on various dates in the months named and were not paid by the carrier for the time absent from duty in connection therewith. They were paid by the Board of Election Commissioners \$5 for each day they served and claim compensation from the carrier at their regular rate of pay for the time they were absent from duty.

*Decision.*—Claim denied.

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## DECISION NO. 474.—DOCKET 902.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.**

*Question.*—Dispute regarding alleged abrogation of past practice as to paying employees for time lost account of sickness or personal reasons.

*Decision.*—The evidence before the Labor Board in this case indicates that this dispute does not involve any specific claims for compensation. The question of pay for time lost account of sickness or personal reasons was the subject of conference between the representatives of the employees and the carrier, conducted in compliance with Decision No. 119 of the Labor Board, and the position of both parties in connection therewith is included in submission to the Board covering result of such conferences.

The case is therefore removed from the docket and the file closed.

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## DECISION NO. 475.—DOCKET 911.

*Chicago, Ill., December 1, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Claim of D. G. Ritchie, yard clerk, Miles City, Mont., for compensation for period January 11 to 20, 1921, both dates inclusive, account of not being permitted to exercise his seniority rights to position of assistant timekeeper in the superintendent's office at that point.

*Statement.*—On January 10, 1921, position of yard clerk, Miles City, Mont., held by Mr. Ritchie, was abolished. Mr. Ritchie applied

for position of assistant timekeeper in the superintendent's office at that point, held by A. F. Keenecks, but was not assigned to same until January 21, 1921.

Employees state that Mr. Ritchie entered the service of the carrier October 16, 1919, and Mr. Keenecks entered the service November 1, 1920; and contend that Mr. Ritchie having had the requisite seniority and having shown the necessary fitness and ability in his subsequent handling of the work of the position, he should have been assigned to same immediately when his position in the yard office was abolished, January 10, 1921.

The carrier states that the position of assistant timekeeper requires a familiarity with instructions governing the application of rates of pay and a knowledge of rules governing working conditions. At the time Mr. Ritchie, who had had no previous experience in this particular work, applied for the position certain monthly reports were in course of preparation, and the carrier claims that he did not have the fitness and ability to assume the duties of the position at that time. He was assigned to it on January 21, 1921, after these reports were completed, and continued on the position until displaced by a senior employee.

Rule 27 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

Employees whose positions are abolished may exercise their seniority rights over junior employees. Other employees affected may exercise their seniority in the same manner.

Rule 31 of the clerks' national agreement reads as follows:

The exercise of seniority in reductions of force or displacing junior employees provided for in this article is subject to the provisions of rule 6 of this article.

Rule 6 of the clerks' national agreement reads as follows:

Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I, of this agreement.

NOTE.—The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy" where two or more employees have adequate "fitness and ability."

*Decision.*—The evidence before the Labor Board shows that the employee in question had the requisite seniority, fitness, and ability to satisfactorily perform the duties of assistant timekeeper, and under the rules above quoted he is entitled to the rate of the position for the period January 11 to January 20, 1921, inclusive.

Position of the employees is sustained.

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DECISION NO. 476.—DOCKET 687.

*Chicago, Ill., December 6, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Lines in Texas and Louisiana.**

*Question.*—Shall the general office clerks of the Southern Pacific lines in Texas and Louisiana be included in the same agreement on

rules and working conditions as the clerks outside the general offices, or shall the general office clerks be permitted to negotiate a separate agreement for themselves?

*Statement.*—In accordance with Decision No. 119 of the Labor Board, the representatives of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees conferred with the carrier for the purpose of negotiating an agreement covering rules and working conditions. A controversy arose as to whether the agreement should embrace the clerks in the general offices as well as those outside. The representatives of the clerks' organization claimed to represent a majority of all the employees coming within the scope of the clerks' national agreement. The carrier conceded that the clerks' organization represented a majority of the outside or line clerks and offered to proceed with the negotiation of an agreement with the organization covering the outside clerks pending a decision of the Labor Board as to whether or not the general office clerks should be included in the agreement.

The carrier claims that the general office clerks should not be included in the agreement because they constitute a separate and distinct class of employees, and, furthermore, that the general office clerks have expressed a desire to negotiate a separate agreement.

The Labor Board has heretofore held in a number of decisions that it is just and reasonable, as well as economical, that the general office clerks of a carrier should be included in the same agreement on rules with the other clerks. The Board understands the reluctance of the carriers to include the general office clerks in such agreement contrary to the express wishes of a majority of them, but is thoroughly convinced that this is the correct course, as the work performed by them and that performed by the other clerks is so similar in its general characteristics as to properly constitute all of said clerks as one class of employees within the meaning of the Transportation Act, 1920.

*Decision.*—The Labor Board therefore reaffirms its former decisions on the point involved, and decides that the general office clerks of this carrier should be embraced in the same agreement on rules with the other clerks of the carrier.

The agreement will comprise the groups of employees held by the Labor Board in Decision No. 220 to constitute the class of employees to be covered by the clerks' agreement.

If the carrier is not satisfied as to what organization or individuals are duly authorized to represent said employees in the negotiation of rules, the same course will be pursued by the carrier and the employees to settle that point as is fully set out in Decisions Nos. 218 and 220, unless some other arrangement is agreed upon satisfactory to the carrier and the organization or organizations and unorganized employees involved.

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DECISION NO. 477.—DOCKET 713.

*Chicago, Ill., December 6, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Illinois Central Railroad Co.; Chicago, Memphis & Gulf Railroad Co.; Yazoo & Mississippi Valley Railroad Co.

*Question.*—Shall the general office clerks of the above-named carriers be included in the same agreement on rules and working

conditions as the clerks outside the general offices, or shall the general office clerks be permitted to negotiate a separate agreement for themselves?

*Statement.*—In accordance with Decision No. 119 of the Labor Board, representatives of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees conferred with the carriers named for the purpose of negotiating an agreement covering rules and working conditions. A controversy arose as to whether the agreement should embrace the rules in the general offices as well as those outside.

The carriers contend that the general office clerks should not be included in the agreement because they constitute a separate and distinct class of employees, and furthermore that the general office clerks have expressed a desire to negotiate a separate agreement.

The Labor Board has heretofore held in a number of decisions that it is just and reasonable, as well as economical, that the general office clerks of a carrier should be included in the same agreement on rules with the other clerks. The Board understands the reluctance of the carriers to include the general office clerks in such agreement contrary to the express wishes of a majority of them but is thoroughly convinced that this is the correct course, as the work performed by them and that performed by the other clerks is so similar in its general characteristics as to properly constitute all of said clerks as one class of employees within the meaning of the Transportation Act 1920.

*Decision.*—The Labor Board therefore reaffirms its former decisions on the point involved and decides that the general office clerks of this carrier should be embraced in the same agreement on rules with the other clerks of the carrier.

The agreement will comprise the groups of employees held by the Labor Board in Decision No. 220 to constitute the class of employees to be covered by the clerks' agreement.

If the carrier is not satisfied as to what organization or individuals are duly authorized to represent said employees in the negotiation of rules, the same course will be pursued by the carrier and the employees to settle that point as is fully set out in Decisions Nos. 218 and 220 unless some other arrangement is agreed upon satisfactory to the carrier and the organization or organizations and unorganized employees involved.

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#### DECISION NO. 478.—DOCKET 651.

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway Co.**

*Question.*—Request for reinstatement with pay for all time lost of W. L. Nash, clerk, Stuttgart, Ark., dismissed from the service, September 1, 1920.

*Statement.*—The employee named was employed as yard clerk at Stuttgart, Ark., and dismissed from the service September 1, 1920, for alleged failure to lock stock-pen gate after having unloaded car

of cattle therein on August 20, 1920, and for allowing unauthorized persons access to baggage room of the station.

*Decision.*—Basing this decision upon the evidence before it, the Labor Board believes that the discipline administered in this case was exceedingly severe, and all purposes of discipline having been fulfilled by the suspension which he has served, the Board decides that Mr. Nash shall be reinstated to his former position. Request for compensation for time lost is denied.

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DECISION NO. 479.—DOCKET 652.

*Chicago, Ill., December 2, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway Co.

*Question.*—Is rule 49 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees applicable to position of warehouse foreman, Paragould, Ark.?

*Statement.*—The employee in question supervises employees engaged in handling freight at the station named and performs duties in connection therewith as assigned. The position is paid under rule 49 of the clerks' national agreement, which provides a monthly rate to cover all service rendered. The employees claim that rule 49 does not apply to the position, while the carrier contends that the duties of the position are of an intermittent character and that rule 49 is properly applicable to same. The rule in question reads as follows:

Intermittent service. Where service is intermittent or does not require continuous application, positions designated as "other office and station employees" in rule 1, Article I, will be paid a monthly rate to cover all services rendered. This monthly rate shall be based on the present hours and compensation. If present assigned hours are increased or decreased, the monthly rate shall be adjusted pro rata as the hours of service in the new assignment bear to the hours of service in the present assignment, except that hours above 10 either in new or present assignment shall be counted as one and one-half in making adjustments. Nothing herein shall be construed to permit the reduction of hours for the employees covered by this rule 49 below eight hours per day for six days per week. The wages for new positions shall be in conformity with the wages for positions of similar kind, class, and hours of service in the seniority district where created.

Exceptions to the foregoing paragraph shall be made for individual positions when agreed to between the management and duly accredited representatives of the employees.

For such excepted positions the foregoing paragraph shall not apply.

This rule shall not be construed as authorizing the working of split tricks.

Paragraph (2), rule 1 of Article I of the clerks' national agreement which defines "other office and station employees" referred to in rule 49, reads as follows:

(2) Other office and station employees, such as office boys, messengers, chore boys, train announcers, gatemen, checkers, baggage and parcel room employees, train and engine crew callers, operators of office or station equipment devices, telephone switchboard operators, elevator operators, office, station and warehouse watchmen, and janitors.

*Decision.*—The Labor Board does not consider the positions of warehouse foremen to be analogous to those defined as "other office and station employees" in paragraph (2), rule 1 of Article I of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; therefore, rule 49 of this agreement is not applicable to the position.

Position of employees is sustained.

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DECISION NO. 480.—DOCKET 243.

*Chicago, Ill., December 3, 1921.*

Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.

*Question.*—Request for reinstatement with pay for time lost of George Lulloff, engineer.

*Statement.*—Engineer Lulloff was dismissed on April 23, 1920, for alleged violation of rule 93 of the transportation rules, which reads as follows:

Within yard limits the main tracks may be used, protecting against first-class trains. Second and third class and extra trains (including passenger extras) must move within yard limits prepared to stop unless the main track is seen or known to be clear.

Mr. Lulloff was in chain-gang freight service on April 17, 1920, on extra 1745 west, with a train of 80 empty cars.

The superintendent of the railroad was at Logan, the point at which the alleged violation of the rule occurred, and states from his observation that the train entered the yard at a speed of 40 miles per hour. The engineer and the conductor who was also riding the engine, estimated the speed at 20 miles per hour. The entire division is equipped with automatic block signal system, and with block indicating track within yards to be clear, the engineer claims to have entered the yard at usual speed and in accordance with general practice.

After investigation Mr. Lulloff was dismissed from the service. Appeal was taken through proper officials and on August 3, 1920, the general manager advised the committee that if the superintendent, general superintendent, and assistant general manager felt that they would be justified in reinstating Mr. Lulloff as a leniency proposition, he would interpose no objection; however, the officers mentioned declined to modify their former decision.

*Decision.*—The right of the carrier to promulgate rules and place interpretations thereon for the safe and successful operation of trains must be recognized, and it is the duty of employees to comply with such rules, bulletins, and instructions.

The evidence in this case indicates that if Lulloff had been willing to acknowledge his error and agree to more closely observe the rules he would have been restored to service.

In view of the foregoing the Board decides that Engineer George Lulloff shall be reinstated, but without pay for time lost, providing he shall give assurance to proper officials of the carrier of his willingness to abide by the rules.

It is further decided that the provisions of rule 114 of engineer's schedule, which governs time during which engineers may be returned to duty with restoration of former seniority, shall not apply to restrict the effectiveness of this decision.

### DISSENTING OPINION.

The undersigned dissent from the decision rendered by the Labor Board, which decision directs the reinstatement of a locomotive engineer who was discharged by a superintendent of the Northern Pacific Railway Co., April 23, 1920.

The engineer was accused of violating rule 93 adopted by the carrier for the safety of the traveling public, the employees, the property committed to the carrier for transportation, and the property of the carrier itself. The superintendent personally witnessed the violation of the rule and the representatives of the man tacitly admitted that the rule had been violated when, about three months after his dismissal, they asked the carrier as a matter of leniency to reinstate the man without any payment for time lost.

This case was given consideration by all of the carrier's officials in turn from the superintendent to the vice president, none of whom were willing to accede to the request to reinstate the man without payment for time lost, although the evidence indicates that at one period of the negotiations had the engineer admitted to the superintendent that he was at fault he would have been reinstated, but this he positively declined to do. This particular condition is not set out at the proper place in the decision of the Labor Board, which provides that the engineer shall be reinstated, but without pay for time lost, if he gives assurance to the proper officials of the carrier of his willingness to abide by the rules. This condition is not sufficient, as it fails to stipulate the primary requirement, i. e., that the engineer should admit that he was at fault.

It is impossible for the Labor Board to be as familiar with the conditions surrounding cases like this as are the officials of the carriers involved, and bearing this in mind the Board should not presume to interfere with the discipline decided upon by a carrier unless the Board has positive proof that a man is not at fault.

Rules are adopted by a carrier covering the movements of trains for the protection and safety of all concerned, but unless these rules are understood and obeyed by the employees their value becomes nil and the only method that the carrier can adopt to insure the rules being obeyed is to discipline men for disobeying them.

The object of all discipline is more educational than punitive, and it frequently occurs in railroad service that one employee has to be punished severely for the benefit of his fellow employees in order to teach them the necessity of obeying rules. In deciding to change or mitigate the discipline administered by the carrier with its better knowledge of all the surrounding circumstances, the Labor Board has assumed a responsibility not contemplated by the Transportation Act, 1920, and has taken a step which tends to the breaking down of proper and necessary discipline on all carriers.

SAMUEL HIGGINS.  
HORACE BAKER.  
J. H. ELLIOTT.  
R. M. BARTON.

## DECISION NO. 481.—DOCKET 279.

*Chicago, Ill., December 2, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Louisville & Nashville Railroad.

*Question.*—Claim of conductors for mine and switching run rate on the Elizabeth-Blue Ridge runs, etc.

*Statement.*—The submission contains the following:

*Joint statement of facts.*—For many years turn-around service has been operated between Elizabeth and Tate (a distance of 40 miles each way) and the mine or switching run rate of pay was applied thereto; but, effective May 30, 1920, this turn-around service was discontinued and runs 17 and 18 were put on to operate in through-freight service between Elizabeth and Copperhill (95 miles). On June 27, 1920, they were made to run between Elizabeth and Blue Ridge (81 miles) and have been paid through-freight rates. It is the conductors' contention that these changed runs should still be paid the mine or switching run rates because of doing station switching.

*Employees' position.*—This service was agreed to and paid the switching rate since January 22, 1913, and the employees contend that the management operating these runs in straightaway instead of turn-around service has no bearing whatever in changing the classification, as the crews in straightaway service perform the same service as when assigned to turn-around. The employees further contend that it is the service performed that classified the run under the different rates in the agreement and not how the crews are operated.

*Carrier's position.*—For many years prior to the changes in runs cited above, turn-around service, Elizabeth (Marietta) to Tate and return, was operated by the railroad to meet traffic conditions. This run was paid the mine and switching run rate, which was lower than the through-freight rate but agreed to by the conductors under a "give and take" practice existing during that period, resulting in concessions of mutual advantage. Under this practice many turn-around runs were paid the mine and switching run rate which were not in any sense mine switching runs, as no mines of any type were served. The letter above quoted, dated January 22, 1913, was written to confirm an agreement reached as to this particular run, in line with the practice mentioned. At this point another reason for the practice shown above might be mentioned—that the run in question was of minor importance and involved less disadvantages than through-freight service, chiefly because the crews were at home each night, avoiding the expense of away-from-home lodging and meals. When the existing rates became effective no change was made in the application of same to this particular run.

In April, 1920, traffic conditions changed and the Elizabeth (Marietta)-Tate turn-around service was abolished. To properly meet the changed conditions, straightaway freight runs were established between Elizabeth (Marietta) and Copperhill, as shown by Bulletin No. 1592, dated April 7, 1920.

On June 27, 1920, further changes were necessary, and these straightaway freight runs as well as the local runs were made to operate between Elizabeth (Marietta) and Blue Ridge, and are now so run.

It is the contention of the conductors that these straightaway freight runs, Nos. 17 and 18, should be paid at the mine or switching run rate, which is now higher than the through-freight rate because of the fact that in handling short loads and empties in addition to through loads to and from stations, as conditions may require, they do some switching incident to destination placement or pick up for forward movement.

It is the position of the carrier that switching of the kind cited should not be classified as mine or switching run work as covered by section (d), Article IV, of the existing agreement; that station switching by through-freight trains between terminals does not operate to change the classification of the service nor the rate applicable to through-freight service, as clearly indicated in the director general's ruling cited above and fully confirmed by subsequent decisions of Railway Board of Adjustment No. 1—for example, Docket No. 1964, which covered a case on this railroad.

Therefore we submit that the through-freight rate is properly applied.

*Decision.*—Under the provisions of the schedule and the instructions issued when the straightaway runs were inaugurated, supplemented by the actual switching done at stations, the position of the employees is sustained.

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DECISION NO. 482.—DOCKET 376.

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. New York, Ontario & Western Railway Co.**

*Question.*—Controversy over payment of terminal mileage on milk trains which are operated as first-class trains.

*Statement.*—Controversy has arisen between the management of the New York, Ontario & Western Railway Co. and the men in engine service relative to the payment of terminal mileage on milk trains which are operated as first-class trains.

Prior to the issuance of Supplement No. 24 to General Order No. 27, engineers and firemen employed in milk-train service were allowed terminal mileage at terminals and turnaround points for disposing of trains and hostling their engines in accordance with the following rules:

Article 4 (a) Engineers on first-class trains at terminal and turnaround points that have to hostle engines, make up, or put away trains, will be allowed 1 mile for five minutes so employed, less than three minutes not to be counted; three minutes and not more than five minutes to be counted as 1 mile. This applies to engineers making 100 miles or more.

Article 4 (b) Firemen on first-class trains at terminal and turnaround points that have to hostle engines, make up, or put away trains will be allowed 1 mile for five minutes so employed, less than three minutes not to be counted; three minutes and not more than five minutes to count as 1 mile. This applies to firemen making 100 miles or more.

*Employees' position.*—It is the contention of the employees that mileage allowed for this service was not an arbitrary allowance, as the mileage was added to the mileage of the run, thereby extending the time when overtime would accrue.

The employees further contend that, inasmuch as the time consumed in performing this service added mileage to the miles that were run, it would in no way cause double payment of the time, and that Supplement No. 24 to General Order No. 27 and the interpretation thereof did not discontinue this mileage allowance.

In conference with the general manager of the New York, Ontario & Western Railway Co., he declined to discuss this question, and when requested by the committee to join them in a joint statement to the Labor Board he declined to join in any submission of the question; therefore, the committee is submitting this question to the Board for a decision.

*Carrier's position.*—The carrier contends that this dispute arose on account of a claim for terminal allowance on milk trains in accordance with article 4 of the schedules covering engineers and firemen on the New York, Ontario & Western Railway. Copies of the schedules were inclosed with the submission.

The carrier further contends that—

(1) Article 4 is included in passenger service and covers passenger trains only. The fact that milk trains are run as first-class trains on the time-table does not alter the method of payment, as payment for the work is strictly in accordance with the agreements between the United States Railroad Administration and the organizations representing the employees.

(2) The milk trains referred to were established exclusively for the purpose of handling milk, and are classified as freight trains under article 5 of the schedules and should take freight-train conditions. Employees on these trains are being paid on a freight basis, including punitive time for overtime.

(3) The main dispute is on account of disallowance of claims for switching and putting trains away at Weehawken, N. J. Weehawken is a turnaround point for the trains in question, Middletown being the initial and final terminal.

Article 14 of the schedules and rules reads in part as follows:

Excepting payments under rules applying to work performed at initial and final terminals and to final terminal delays, all arbitraries and special allowances applying to road service other than passenger under rules, regulations, or practices which conflict with the payment of single time, in miles or hours, from the time required to report for duty until released from duty at the end of the trip shall be eliminated.

It is the position of the carrier that all arbitrary allowances at other than initial or final terminals are eliminated by the provision of the above, and also by Supplement No. 24 to General Order No. 27 of the Director General of Railroads.

Briefly, it is the contention of the carrier that these trains are classified as freight trains and should take freight-train conditions; that no terminal allowances should be made at Weehawken in any event, as this is not an initial or final terminal of the trains in question; that these arbitrary allowances were eliminated by the Director General of Railroads under Supplement No. 24 to General Order No. 27; and that at the present time the men are being paid strictly in accordance with schedule conditions.

*Decision.*—Article 4, on which the employees base their claim, refers to passenger service only. Under the provisions of the schedule (see art. 5, engineers' schedule) the engineers and firemen employed on milk trains receive freight-service rates.

The claim is not justified, and is therefore denied.

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#### DECISION NO. 483.—DOCKET 393.

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Philadelphia & Reading Railway Co.**

*Question.*—Request for outside hostler rate for hostlers making main-track movements.

*Statement.*—The submission contained the following:

*Statement.*—Section (c), article 2, of firemen's schedule, January 1, 1917, reads:

"If hostlers are employed in handling engines between passenger stations and roundhouses or yards, or on main tracks, they will be paid," etc. [outside hostlers' rate].

*Employees' position.*—At Tamaqua, Pa., the movements made by hostlers are almost all over a main track, known as Greenwood Branch; the shortest move-

ment is made over a distance of 225 feet; other movements are made from ash track and from coal-dock track north to engine house, which requires a movement of nearly half a mile over several grade street crossings.

These hostlers are provided with a helper who is paid and recognized as a hostler helper. Between ash track and engine house these hostlers are subject to orders from the yardmaster, who at times instructs them in handling ash cars at ash tracks.

From July 15, 1919, to August 4, 1919, these hostlers were allowed the outside hostlers' rates, when they were advised that only those who made movements over main tracks with relief engines would be allowed the outside hostlers' rate. Previously, back as far as the application of the award of 1913, these men were allowed the inside hostlers' rate, with the exceptions of the above dates noted. Protests were made to the officials of the motive-power department, and for one reason and another the matter was never discussed between the general management and committee until November 8, 1920.

It is the contention of the employees that these men, who are and have been required to handle engines over main tracks and only allowed the rate of an inside hostler, should be reclassified from the first date a protest was filed and paid the rate applicable to men performing service on a main track.

At Cressona every movement made by the hostlers is over a main track. From ashpits to sand and coal or house tracks movements are over the main track, southbound; all engines that require machine work are handled over the southbound main track to a point south of the roundhouse and passenger station. The contention of the employees is that the outside hostlers' rates should be applicable to the men at Cressona who perform these services.

*Carrier's position.*—The matter of classification of the hostlers at Tamaqua and Cressona originated prior to the termination of Federal control. This fact is evidenced by reference to copy of letter sent by the superintendent of motive power addressed to the general manager bearing date of January 8, 1920, also by a letter from the representative of the employees to the general manager bearing date of February 4, 1920, requesting a date to discuss the matter; therefore, the Labor Board is without jurisdiction and the case should be adjusted locally.

At no time has the outside rate been paid continuously at either of the points in question. The employees were paid the outside hostlers' rate for the days on which they occasionally performed outside service, and the same conditions prevail now when the employees are called upon to change engines at terminals or do such work as is classed as outside hostlers' work. They are paid the outside hostlers' rate for the entire day when any outside hostlers' work is performed during the day.

The carrier does not agree that because a hostler in the handling of an engine between the engine terminal and the ash track or coaling station fouls, touches, or uses a portion of a main track, the outside-hostler rate applies. Such cases as described in the position of the committee were frequently discussed at the hearings before the arbitration board and the conclusion reached was that the outside hostlers' rate should not apply to men handling engines on main track in such an incidental manner.

It is our view that the award plainly showed an intent to differentiate between what is recognized as ordinary engine terminal operations; that is, the handling of engines between coal tipples, water plugs, turntables, and engine houses (this was to be considered "ordinary hostling work" and subject to the \$2.40 rate) and what was recognized as another class of incidental engine movements, where a higher class of service was performed; this latter consisted of the actual handling of an engine, in some cases with a helper, between freight or passenger terminals and the roundhouses in connection with trains arriving or departing.

It is our understanding that an incidental use of the main track within the engine house territory, such as moving or handling an engine between coaling station, ash pit, ready tracks, etc., does not come within the interpretation of an outside hostler, and it is our contention that a reclassification should not be made, and the outside hostlers' rate should not be made applicable to the men at Cressona or Tamaqua.

In view of the foregoing, it is the request of the Philadelphia & Reading Railway Co. that your honorable board declare the case as one outside of your jurisdiction.

*Decision.*—Where required to handle engines between passenger stations and engine houses or yards or on main tracks, rates for outside hostler shall apply.

The Labor Board has no jurisdiction over any cases which occurred prior to the end of Federal control, March 1, 1920.

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DECISION NO. 484.—DOCKET 406.

*Chicago, Ill., December 2, 1921.*

Brotherhood of Railroad Trainmen v. Colorado & Southern Railway Co.

*Question.*—Proper rate of pay for footboard yardmasters under Decision No. 2.

*Statement.*—Supplement No. 22 to General Order No. 27, issued by the Director General of Railroads April 23, 1919, authorized 40 cents per day in excess of the yard foremen's rate for yard foremen who act as yardmasters (sometimes designated as footboard yardmasters). The Colorado & Southern Railway Co. had in its employ at Denver one so-called footboard yardmaster; consequently applied the 40 cents per day in excess of the yard foremen's rates to this one employee for period January 1, 1919, to April 30, 1920, inclusive.

Section 4 (yard service), Article VII of Decision No. 2, effective May 1, 1920, reads as follows:

NOTE.—Superseding rates established by or under the authority of the United States Railroad Administration and in lieu thereof, for each of the hereinafter-named classes, the following increased rates are established: Foremen, \$6.96 per day; helpers, \$6.48 per day; switchtenders, \$5.04 per day.

In view of the fact that this section supersedes rates established by the United States Railroad Administration, and for the further reason that no specific mention is made as to footboard yardmasters in Decision No. 2, the Colorado & Southern Railway Co. have paid all its engine foremen \$6.96 per day since May 1, 1920, the effective date of Decision No. 2.

*Employees' position.*—The employees' position is quoted from the transcript of proceedings as follows:

There would seem to be only one point involved here for determination, and that is if this footboard yardmaster's duties are now or have been since the application of Decision No. 2, including his responsibilities and his authority, practically the same or exactly the same as they were prior to the issuance of Decision No. 2, it would appear that Article XII of Decision No. 2 intended to give to this footboard yardmaster the rate contended for by us. He can very logically be regarded a supervisor or acting in a supervisory capacity, and Article XII provides that—

“The intent of this article is to extend this decision to a miscellaneous class of supervisors and employees practically impossible of specific classification and at the same time insure to them the same consideration and rate increase as provided for analogous service.”

Mr. Hayden, representative of the carrier, is, of course, distinctly right in the position taken, if this man is merely a yard foreman. If he has no additional supervisory duties to perform, \$6.96, under Decision No. 2, would appear to be the correct rate, but there was some good reason, no doubt, for the Colorado & Southern Railway Co. conceding this man 40 cents extra when the United States Railroad Administration rules governed, and the point, it seems to me, involved is whether his duties and responsibilities are the same to-day or have been since Decision No. 2 was issued.

That is the contention, as I understand, of our organization. If this footboard yardmaster is just a little different from other yard foremen on the Colorado & Southern, if he had sufficient additional responsibilities and duties prior to the issuance of Decision No. 2 to entitle him to 40 cents a day on account of those additional responsibilities and duties, it would seem to us that Article XII for miscellaneous employees intended to conserve to him some additional increased compensation for the additional responsibilities. That would be all there would be to it.

*Carrier's position.*—The carrier's position is quoted from the transcript of proceedings as follows:

Prior to Federal control of railroads we made no distinction in our foremen. We never recognized any footboard yardmasters.

When Supplement No. 22 to General Order No. 27 was issued by the United States Railroad Administration, which supplement is dated April 23, 1919, we put into effect the differential of 40 cents to one of our yard foremen's rates. We considered this supplement strictly a wage supplement pertaining to wages.

When Decision No. 2 came out, we noted under section 4 of Article VII the words: "Superseding rates established by or under the authority of the United States Railroad Administration, and in lieu thereof," etc. Now, as we interpreted the words "superseding" and "in lieu thereof," they eliminated the rate which was established by the United States Railroad Administration. We consequently applied the \$6.96 rate, which the supplement states we shall do. We have felt and still feel that we have complied strictly with Decision No. 2.

*Decision.*—If the engine foreman in question is required to perform duties of yardmaster in addition to performing duties as engine foreman, 40 cents per day in excess of foreman's rates is just and reasonable and should be applied.

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#### DECISION NO. 485.—DOCKET 414.

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. El Paso & Southwestern System.**

*Question.*—Claim for 122 miles—Carrizozo to Polly and return to Carrizozo, October 1, 1919—by Engineer E. G. Jacobs and Fireman J. P. Dennis.

*Statement.*—The submission contained the following:

*Joint statement of facts.*—On October 1, 1919, Engineer Jacobs and Fireman Dennis left Carrizozo on extra 392 west for El Paso, had derailment at mile-post 139½; took part of train to Polly, first station west of Carrizozo; returned to derailment; railed car, then took rear of train back to Carrizozo; returned to Polly, picked up train, and made trip through to El Paso.

Claim is made under section I of Article XXVII, engineers and firemen's joint schedule of November 1, 1919, reading:

"An engineer or fireman is understood to have reached the terminal of a trip on any division or district when he reaches the division or district terminal at which engines of trains are usually changed, or of the train on which the trip is made, and having done so and proceeding farther with the same train, or being sent out again on another trip or train, he is in either case understood to have begun another trip. This is not to be construed to apply to engineers or firemen when called to perform service as provided for in section 2 of this article, or when working on short passenger trips in and out of a terminal."

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Board.

## DECISION NO. 486.—DOCKET 415.

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. El Paso & Southwestern System.**

*Question.*—Runarounds claimed by Engineers W. Watkins and R. A. Wingrove and by Firemen M. Miller and J. T. Torbett, at Duran, June 9, 1920.

*Statement.*—The submission contained the following:

*Joint statement of facts.*—This claim is based on section 14 of Article XXXI, engineers and firemen's joint schedule effective November 1, 1919, reading:

"When more than one train is ordered for the same direction, if engine has not been coupled to train and it becomes necessary to run train around other trains on account of some unforeseen or unavoidable circumstances, engine crew first out will go on the train first out; but if coupled to train, on the train called for."

This is an amplification of section 6 of same article, reading:

"All engineers and firemen, having assigned turns, not on assigned runs, will be run first in first out of terminals in chain-gang service, when available, on their respective districts or divisions on engines used. All unassigned road service will be handled by regular chain-gang crews."

Engineer Watkins and Fireman Miller were ordered for extra 363 east at 10.20 a. m. Engineer Wingrove and Fireman Torbett were ordered for extra 367 east at 11.35 a. m. During the time crews on engines 363 and 367 were making up their respective trains, and before trains were made up, another extra east (extra 369) left Duran ahead of extras 363 and 367. Crews were not sent out in turn, but on trains called for, crew on engine 369 running around crews on extras 363 and 367.

*Employees' position.*—To maintain the basic principle of the first in, first out of terminal rule, under unforeseen or unavoidable circumstances section 6 of Article XXXI was amplified by section 14 of the same article, and the handling of crews on extras 363, 367, and 369 was contrary to the spirit and intent of sections 6 and 14 of Article XXXI; therefore crews are entitled to time as claimed.

*Carrier's position.*—The article referred to in the statement of facts and in the position of the employees has been in our schedule for a number of years, and it has been our understanding and is borne out by past practice that where engine crews were called to make up their own train this rule would not apply if they had already started to make up their train.

This case occurred at Duran, N. Mex., a terminal where there is no switch engine employed, and extra 363 east was called for 10.20 a. m. and extra 367 east was called for 11.35 a. m., and both of these crews were coupled onto and were making up their respective trains to depart and were under pay and drawing time under the schedule. While they were coupled to their train and making it up, an express train of cantaloupes arrived at Duran and engine 369 with crew was called to take it out. They changed engines and caboose on the cantaloupe train and got out of the terminal ahead of extra 363 and 367.

It would not be practicable to change engines in cases of this kind, as both extra 363 and 367 had their trains partly made up and in fact were about ready to leave, and it would cause a great deal of delay and unnecessary work to change engines under these conditions. It was a matter which we were not able to control, as we are not always able to know which train will get out first, and under similar cases it has been the past practice for years to call the crews in their turn to go to work making up their trains, and they left the terminal when they got their train ready.

*Decision.*—The position of the carrier is sustained.

## DECISION NO. 487.—DOCKET 416.

*Chicago, Ill., December 2, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Los Angeles & Salt Lake Railroad Co.

*Question.*—Proper compensation for brakemen in local passenger service.

*Statement.*—The submission contained the following:

*Joint statement of facts.*—Trainmen's schedule, effective November 1, 1917, carries tabulation rates of pay, local passenger service, brakemen, \$96.25 per month. This was increased under General Order No. 27 to \$129.20, daily rate being determined in accordance with section 12 of article 4 in the above-mentioned schedule, reading as follows:

"A minimum day's pay is the rate per month shown in the schedule of runs divided by the number of days in the month in which the service is performed."

Article I, Supplement No. 16 to General Order No. 27, provided a rate of \$4 per day, or \$120 per month, for brakemen in this class of service, but former rate of \$129.20 being higher, it was retained in accordance with question No. 1 and decision thereon in Interpretation No. 1 to Supplement No. 16. Should the increase of \$30 per month, as provided in section 1, Article VII of Decision No. 2 of the United States Railroad Labor Board, be added to the old guaranteed monthly rate of \$129.20, thus producing a monthly rate of \$159.20? If so, how should the daily rate be obtained? Or should the \$30 increase, as provided in Decision No. 2, be added to the daily and monthly rate as provided in Article I, Supplement No. 16 to General Order No. 27?

In applying Decision No. 2 the carrier applied the increase as provided in section 1 of Article VII to the mileage, daily, and monthly rate as provided in Article I of Supplement No. 16 to General Order No. 27, producing a rate of \$5 per day, or \$150 per month. The daily mileage of these assignments is less than 150.

*Employees' position.*—First. In applying Supplement No. 16, the higher daily and monthly rates were properly preserved as per question No. 1 and answer thereto in Interpretation No. 1 to Supplement No. 16.

Second. That the schedule rule for obtaining daily rate cited in statement of facts is superseded by Supplement No. 16, as per instructions in opening paragraph, reading in part:

"The following rates of pay and rules for overtime and working conditions upon railroads in Federal operation are hereby ordered."

Also by question No. 11 and answer thereto in Interpretation No. 1 to Supplement No. 16, and that daily rate should be obtained by dividing a monthly rate by not more than 30, otherwise brakemen will receive no more pay for a 31-day month than for a 30-day month.

Third. That adjustment should be made retroactive to January 1, 1919, effective date of supplement.

Fourth. That the increases granted by Decision No. 2, United States Railroad Labor Board, should be added to the preserved monthly rate of \$129.20 and daily rate obtained as above outlined.

Fifth. In closing the conference in applying Supplement No. 16, December 15, 1919, the following was submitted to general manager over the signature of the general chairmen representing the organization:

"It is understood that nothing in this agreement will in any way prohibit the correct application of Supplement No. 16 to General Order No. 27, and that any question that may arise as to such application will be subject to interpretation by proper authority whether or not it has been covered in foregoing agreement."

Sixth. In applying Decision No. 2, United States Railroad Labor Board, the discrepancy in making payments on a 31-day month was called to our attention, and in compliance with the understanding above quoted we are submitting the matter for your decision, feeling that our position is further sustained by Decision 16/68 in memorandum of June 15, 1920, signed by C. S. Lake and the four chief executives.

*Carrier's position.*—The committee now contends that when Supplement No. 16 was applied the rate of \$129.20 per month was retained, and that daily rate

should be obtained by dividing this amount by 30, and that the daily rate thus established of \$4.31 should, on a 31-day month, be added to the \$129.20, making monthly rate of \$133.51.

This the carrier would not concede, but did concede that as the \$129.20 monthly rate was higher than the Supplement No. 16 rate it could be retained, but figured the same as prior to Supplement No. 16, as shown in statement of facts, and is in accordance with question No. 34 and decision thereon in Interpretation No. 1 to Supplement No. 16 to General Order No. 27.

The carrier further contends that if the Labor Board decides that the increase provided in section 1, Article VII, of Decision No. 2, United States Railroad Labor Board, should be added to the \$129.20 monthly rate, the same method of procuring this daily and hourly basis of pay should be maintained.

*Decision.*—The \$30 per month specified in section 1, Article VII of Decision No. 2, should be added to the monthly rate of \$129.20 established by General Order No. 27, and the same existing method of procuring the daily and hourly basis of pay shall be maintained.

#### DECISION NO. 488.—DOCKET 469.

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Virginian Railway Co.**

*Question.*—Request that rule 3 of special instructions in current time card governing train operation on the Virginian Railway be abolished.

*Statement.*—The ex parte submission from the employees contained the following:

*Statement of facts.*—In the book of rules and regulations of the operating department of the Virginian Railway, taking effect February 23, 1919, rule 93 reads:

“Within yard limits the main track may be used without protecting against trains.

“All trains must move within yard limits prepared to stop unless the main track is seen or known to be clear.”

Under date of March 12, 1919, Federal Manager Hix, of the Virginian Railway, issued Circular No. 2, addressed to conductors, enginemen, yardmen, and all concerned, which reads:

“Effective Sunday, 12 noon, March 16, rule 93, in the book of rules, effective February 23, 1919, is hereby withdrawn and the following rules are substituted therefor and by which you will be governed:

“93-B. All trains, except first-class trains and those made first class by running on train-order schedules, will approach all stations, water tanks, and coaling stations under control, and so proceed until the track is plainly seen to be clear. Responsibility for a collision at a station, coaling station, or water tank will rest with the following or incoming train. This will not relieve train and engine men from the responsibility of protecting trains at such stops as provided in rules 86 and 99.

“93-C. Yard engines have the right to work within yard limits and may work up to the arrival of second and third class and extra trains, but will clear the main line immediately on arrival of such trains to avoid delay.”

The rule shown as No. 93-B in the circular above quoted is now shown as Special Instructions No. 3 in time card for the government and information of employees, effective November 7, 1920, and, in fact, this rule has been in effect on the Virginian Railway continuously since March 16, 1919.

The employees have requested that this rule be abolished, and that trains stopping at stations, water tanks, and coaling stations not located within yard limits be protected by that part of standard rule 99, reading:

“When a train stops under circumstances in which it may be overtaken by another train, the flagman must go back immediately with flagman's signals a

sufficient distance to insure full protection, placing two torpedoes, and, when necessary, in addition, displaying lighted fuses.

"When signal 14 (*d*) or 14 (*e*) has been given to the flagman, and safety to the train will permit, he may return. When the conditions require he will leave the torpedoes and a lighted fuse."

The request of the employees in this matter has been declined by Vice President Hix, of the Virginian Railway Co., who has also declined to join in submitting this dispute between the company and its employees to the United States Railroad Labor Board in accordance with the letter and spirit of the Transportation Act, 1920.

Case No. 645 submitted to Railway Board of Adjustment No. 1 by the representatives of the Seaboard Air Line Railway Co. and the representatives of the locomotive engineers employed thereon is similar to the dispute hereby referred to the United States Railroad Labor Board.

Railway Board of Adjustment No. 1 referred the case from the Seaboard Air Line Railway to the Division of Operation, United States Railroad Administration, for disposition, with the result that arrangements were made for protecting trains at stations, water tanks, and coaling stations, other than those located within yard limits, by flagmen being required to flag approaching trains in accordance with the standard rule.

*Employees' position.* (1) That Special Instruction No. 3 on the Virginian Railway relieves trainmen from responsibility of protecting trains at stations, water tanks, and coaling stations, and places all responsibility on the engineer of approaching train.

(2) That because of curvature of track, smoke, fog, and unfavorable weather conditions, the engineer approaching stations, water tanks, and coaling stations is unable to comply with the literal requirements of the rule for the reason that to operate the train under control he must be in position to bring it to a complete stop within one-half the distance he can see.

(3) That this rule is unfair, unsafe, and discriminatory, as the entire responsibility of train operation is placed on the engineer, who, under certain circumstances, can not comply therewith and move his train.

(4) That, in the interest of safety, flagmen should protect trains standing at stations, water tanks, and coaling stations not within yard limits, in accordance with standard rule 99, rather than attempt to protect by requiring approaching trains to move under control.

*Carrier's position.*—The carrier contends that the promulgation of operating rules is solely a managerial question, and if the management of the railroad is to be held responsible for its safe, efficient, and economical operation, it must have the right to make the rules which it feels will result in that operation, and that the rule in question is one which the management decides as proper to operate under; therefore, it is claimed that there is no reason for change.

*Decision.*—The position of the carrier is sustained.

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#### DECISION NO. 439.—DOCKET 470.

*Chicago, Ill., December 2, 1921.*

United Association of Railway Employees of North America v. Chicago, Milwaukee & St. Paul Railway Co.

*Question.*—Dismissal of Harry Doll and other yardmen without cause, and refusal by carrier to hear a committee.

*Statement.*—From the evidence submitted at the hearing of this case it developed that the employees in question were taken out of service at various periods during the latter months of 1920 on account of their application for employment not being approved. The rule in effect did not require an investigation where the application for employment was rejected within 120 days.

*Decision.*—The Labor Board is unable to determine wherein any rules were violated by the carrier. The case is therefore dismissed.

## DECISION NO. 490.—DOCKET 575.

*Chicago, Ill., December 2, 1921.*

United Association of Railway Employees of North America v. Chicago, Terre Haute & Southeastern Railway Co.

*Question.*—Dismissal of Brakemen Walter Bepley, William Dressel, L. T. Dwyer, and Charles Craigle.

*Statement.*—From the evidence submitted at the hearing of this case it developed that the employees in question were taken out of the service on November 3, 1920, on account of their applications for employment not being approved.

*Decision.*—The Board is unable to determine wherein any rules were violated by the carrier. The case is therefore dismissed.

## DECISION NO. 491.—DOCKET 583.

*Chicago, Ill., December 2, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northwestern Pacific Railroad Co.

*Question.*—Claim for one hour switching by Conductor Brown and crew after arrival at terminal in short turn-around passenger service on December 24, 1919.

*Decision.*—The matter complained of in the application having occurred before the passage of the Transportation Act, 1920, by which the Labor Board was created, the Board decides that it is without jurisdiction.

The application is therefore dismissed.

## DECISION NO. 492.—DOCKET 594.

*Chicago, Ill., December 2, 1921.*

United Association of Railway Employees of North America v. Pittsburgh & Lake Erie Railroad Co.

*Question.*—Request for reinstatement of A. C. Milhollan, yard brakeman, and pay for all time lost since December 2, 1920, date of dismissal.

*Statement.*—Mr. Milhollan was dismissed from the service of the Pittsburgh & Lake Erie Railroad Co. for taking lunch period on November 22, 1920, at Newell, Pa., without permission from Conductor Clark, and charged with delaying work assigned to the crew of which he was a member.

*Decision.*—The Labor Board has carefully considered the evidence submitted; and while it indicates that the action taken by the carrier was rather severe, the action of a switchman absents himself from place of duty—especially when the foreman of the engine was attending to duties which took him away from the engine and the immediate vicinity where work was being performed—was not justified.

Claim of the employees is therefore denied.

**DECISION NO. 493.—DOCKET 596.**

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Railroad Trainmen and Order of Railway Conductors v. Chicago, St. Paul, Minneapolis & Omaha Railway Co.**

*Question.*—Claim for reinstatement of Conductor C. E. Kilburn, West Division, Chicago, St. Paul, Minneapolis & Omaha Railway, and pay for all time lost since May 1, 1920.

*Decision.*—This case was withdrawn from consideration of the Labor Board by agreement between the parties interested.

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**DECISION NO. 494.—DOCKET 611.**

*Chicago, Ill., December 2, 1921.*

**Order of Railway Conductors; Brotherhood of Railroad Trainmen; Brotherhood of Locomotive Engineers; Brotherhood of Locomotive Firemen and Enginemen v. Chicago & Eastern Illinois Railroad.**

*Question.*—Is the carrier privileged under the rules of agreements in effect to rearrange short turnaround passenger runs for the purpose of avoiding payment of excess mileage or overtime, if by doing so they establish interdivisional runs?

*Decision.*—The parties at interest agreed upon a settlement in this case and withdrew same from consideration by the Labor Board.

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**DECISION NO. 495.—DOCKET 1236.**

*Chicago, Ill., December 2, 1921.*

**Order of Railway Conductors; Brotherhood of Railroad Trainmen v. Chicago, St. Paul, Minneapolis & Omaha Railway Co.**

• *Question.*—Claim for reinstatement of T. C. Boland, conductor, Northern Division, Chicago, St. Paul, Minneapolis & Omaha Railway, who was dismissed on December 27, 1919.

*Decision.*—The matter complained of in the application having occurred before the passage of the Transportation Act, 1920, by which the Labor Board was created, the Board decides that it is without jurisdiction.

The application is therefore dismissed.

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**DECISION NO. 496.—DOCKET 285.**

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Railroad Trainmen v. International & Great Northern Railway.**

*Question.*—Request for reinstatement of A. L. Callahan, yard foreman, and pay for time lost since September 21, 1920, date of dismissal.

*Statement.*—Mr. Callahan left his crew at roundhouse, Fort Worth, Tex., about 3 p. m., September 16, 1920, and went uptown in violation of transportation department rule 306, which reads as follows:

Employees must not absent themselves from duty without permission.

Mr. Callahan turned his train over to two helpers to finish the day, in violation of Article XX of yardmen's agreement. The article reads as follows:

All construction and maintenance of way work within yards limits will be handled by yardmen. Crew to consist of foreman and two helpers; if any yard work is required, full switching crew to be provided.

This article not to apply to regular assigned work crew loading or unloading bridge material within yard limits, provided service is less than eight hours.

Mr. Callahan subsequently claimed more than a minimum day for September 16, 1920, when he was entitled to only a minimum day from 7 a. m. to 3 p. m.

From statement made by Mr. Callahan and his representatives, it appears that he had permission from Roadmaster Grizzle that he might be absent a part of the afternoon in question. On the other hand, the carrier contends that the roadmaster had no authority to grant such permission and only granted same so far as he (Grizzle) was concerned, and that Mr. Callahan was or should have been familiar with the rule which placed yard crews under supervision of general yardmaster.

*Decision.*—The Labor Board decides that the contention of the employees that Yard Foreman A. L. Callahan be reinstated and paid for time lost can not be sustained, and the claim is therefore denied.

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DECISION NO. 497.—DOCKET 286.

*Chicago, Ill., December 2, 1921.*

Brotherhood of Railroad Trainmen and Order of Railway Conductors v.  
Houston & Texas Central Railroad Co.

*Question.*—Request for reinstatement and pay for time lost since July 27, 1920, by J. W. Rowell, brakeman.

*Decision.*—Claim denied.

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DECISION NO. 498.—DOCKET 287.

*Chicago, Ill., December 2, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v.  
Bangor & Aroostook Railroad Co.

*Question.*—Request for reinstatement of Conductor P. N. Clark with pay for all time lost.

*Statement.*—Mr. Clark was dismissed from the service for moving his train in an opposing direction against a first-class train. His train had passed a point named Weeksboro without sufficient time to make the next station for the first-class train. Mr. Clark discovered the error and stopped the train by applying the air from the rear.

After the train was stopped, a back-up signal was given to the engineer, and the train backed up to the south end of the passing track against traffic and without flag protection.

The following rules govern:

87. An inferior train must keep out of the way of opposing superior trains, and failing to clear the main track by the time required by rule must be protected as prescribed by rule 99.

Extra trains must clear the time of opposing regular trains not less than 10 minutes, unless otherwise provided, and will be governed by train orders with respect to opposing extra trains.

88. At a meeting point between trains of the same class, the inferior train must clear the main track before the leaving time of the superior train.

At meeting points between extra trains, the train in the inferior time-table directions must take the siding unless otherwise provided.

Trains must pull into the siding when practicable; if necessary to back in, the train must first be protected as prescribed by rule 99, unless otherwise provided.

The first and most important duty of a conductor is the safety of his train, for which, as provided in rule 105, the conductor and engineer are equally responsible. Rule 105 reads:

105. The conductor and the engineer are jointly and equally responsible for the safety of the train and the observance of the rules, and, under conditions not provided for by the rules, must take every precaution for protection.

By causing the train to be backed down main line at Weeksboro after having passed this point, without first waiting a sufficient length of time to permit a flagman to get back far enough to protect such movement, Conductor Clark violated the operating rules, which is not denied by those appearing in his behalf. Some extenuating circumstances are urged, and upon such facts, and the further fact that no damage resulted, the claim for reinstatement is based.

*Decision.*—It is felt that in consideration of all conditions surrounding this case the permanent dismissal of Conductor Clark was quite severe, but the Labor Board can not condone the violation of important operating rules or interfere with management in the application thereof.

The request for reinstatement is therefore denied.

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#### DECISION NO. 499.—DOCKET 327.

*Chicago, Ill., December 2, 1921.*

**Railroad Yardmasters of America v. Toledo & Ohio Central Railway Co.**

*Question.*—Request for reinstatement of Yardmasters C. E. Gest, Paul Seeds, A. L. Graves, W. S. McGee, and E. E. Tinkham.

*Decision.*—After carefully considering all facts and circumstances in connection with this case, the claim is denied.

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#### DECISION NO. 500.—DOCKET 471.

*Chicago, Ill., December 2, 1921.*

**United Association of Railway Employees of North America v. Belt Railway Co. of Chicago.**

*Question.*—Request for reinstatement and pay for time lost by 22 yard brakemen and yard conductors, dismissed on June 25, 1921, for inefficient service.

*Decision.*—The Labor Board decides that the request can not be granted, as the carrier was justified in taking the action it did to relieve a condition that apparently could not otherwise be corrected. The claim is therefore denied.

DECISION NO. 501.—DOCKET 475.

*Chicago, Ill., December 12, 1921.*

**Atchison, Topeka & Santa Fe Railway Co. et al. v. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.**

*Subject of the dispute.*—This decision is upon a controversy or dispute between an organization of employees of carriers and the carriers named below. The subject matter of the dispute is what shall constitute just and reasonable rules and working conditions.

*Parties to the dispute.*—The carriers parties hereto, each of which has a dispute on one or more of the rules hereinafter set out, are:

Atchison, Topeka & Santa Fe Railway Co.

Grand Canyon Railway Co.

Gulf, Colorado & Santa Fe Railway Co.

Panhandle & Santa Fe Railway Co.

Rio Grande, El Paso & Santa Fe Railroad Co.

Baltimore & Ohio Chicago Terminal Railroad Co.

Bangor & Aroostook Railroad Co.

Belt Railway Co. of Chicago.

Boston & Maine Railroad.

Chesapeake & Ohio Railway Co.

Chesapeake & Ohio Railway Co. of Indiana.

Chicago & Alton Railroad Co.

Chicago & North Western Railway Co.

Chicago Great Western Railroad Co.

Chicago, Indianapolis & Louisville Railway Co.

Cleveland, Cincinnati, Chicago & St. Louis Railway Co.

Chicago, Rock Island & Pacific Railway Co.

Chicago, Rock Island & Gulf Railway Co.

Chicago, Peoria & St. Louis Railroad Co.

Chicago, St. Paul, Minneapolis & Omaha Railway Co.

Colorado & Southern Railway Co.

Chicago Junction Railway Co.

Chicago River & Indiana Railroad Co.

Cincinnati Northern Railroad Co.

Delaware, Lackawanna & Western Railroad Co.

Denver & Rio Grande Railroad.

Denver Union Terminal Railway Co.

Duluth, South Shore & Atlantic Railway Co.

Mineral Range Railroad.

El Paso & Southwestern System.

Erie Railroad Co.

Chicago & Erie Railroad.

New Jersey & New York Railroad.

New York, Susquehanna & Western Railroad.

Wilkes-Barre & Eastern Railroad.

Evansville, Indianapolis & Terre Haute Railway Co.  
 Fort Worth & Denver City Railway Co.

Wichita Valley Railway Co.

Fort Worth Belt Railway Co.

Great Northern Railway Co.

Gulf Coast Lines.

Houston Belt & Terminal Railway Co.

Hocking Valley Railway Co.

Indianapolis Union Railway Co.

International & Great Northern Railway.

Kansas City, Mexico & Orient Railroad Co.

Kansas City, Mexico & Orient Railway Co. of Texas.

Kansas City Terminal Railway Co.

Lake Erie & Western Railroad Co.

Fort Wayne, Cincinnati, Louisville Railroad Co.

Lehigh & Hudson River Railway Co.

Lehigh & New England Railroad Co.

Lehigh Valley Railroad Co.

Long Island Railroad Co.

Louisville & Jeffersonville Bridge & Railroad Co.

Louisville & Nashville Railroad Co.

Louisville, Henderson & St. Louis Railway Co.

Maine Central Railroad Co.

Portland Terminal Co.

Michigan Central Railroad Co.

Midland Valley Railroad Co.

Minneapolis & St. Louis Railroad Co.

Minneapolis, St. Paul & Sault Ste. Marie Railway Co.

Minnesota & International Railway Co.

Big Fork & International Falls Railway Co.

Missouri, Kansas & Texas Railway.

Missouri, Kansas & Texas Railway of Texas.

Wichita Falls & Northwestern Railway.

Missouri Pacific Railroad Co.

Mobile & Ohio Railroad Co.

Columbus & Greenville Railroad Co.

Monongahela Railway Co.

Nashville, Chattanooga & St. Louis Railway.

New York Central Railroad Co.

Norfolk & Western Railway Co.

Northern Pacific Railway Co.

Northwestern Pacific Railroad Co.

Pere Marquette Railway Co. and its subsidiary companies, including Fort Street Union Depot Co., of Detroit, Mich.

Richmond, Fredericksburg & Potomac Railroad Co.

Rutland Railroad Co.

Seaboard Air Line Railway Co.

St. Louis-San Francisco Railway Co.

Brownwood North & South Railway Co.

Fort Worth & Rio Grande Railway Co.

St. Louis-San Francisco & Texas Railway Co.

San Antonio, Uvalde & Gulf Railroad.

Southern Pacific Co. (Pacific System).

Spokane, Portland & Seattle Railway Co.  
 Oregon Electric Railway Co.  
 Oregon Trunk Railway.  
 Tennessee Central Railroad Co.  
 Terminal Railroad Association of St. Louis.  
 Texas & Pacific Railway Co.  
 Toledo & Ohio Central Railway Co.  
 Toledo, Peoria & Western Railway Co.  
 Trinity & Brazos Valley Railway Co.  
 Union Pacific Railroad Co.  
 Los Angeles & Salt Lake Railroad Co.  
 Ogden Union Railway & Depot Co.  
 Oregon Short Line Railroad Co.  
 Oregon-Washington Railroad & Navigation Co.  
 St. Joseph & Grand Island Railway Co.  
 St. Joseph Terminal Railroad Co.  
 Virginian Railway Co.  
 Wabash Railway Co.  
 Western Maryland Railway Co.  
 Western Pacific Railroad Co.  
 Wheeling & Lake Erie Railway Co.  
 Lorain & West Virginia Railway Co.  
 Zanesville & Western Railway Co.

The organization party hereto, which has a dispute with each of the carriers on one or more of the rules hereinafter set out, is:

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

*Nature of the proceeding.*—Pursuant to Decision No. 119 and in conformity with the provisions of the Transportation Act, 1920, a large number of carriers have held conferences on rules and working conditions with the representatives of their respective employees.

Each of these carriers individually negotiated with its own employees, and they jointly certified to the Railroad Labor Board the rules upon which they agreed and those upon which they disagreed, with the respective proposals of the parties as to the latter; therefore, each of the carriers parties to this decision has a dispute with its employees on one or more of the rules. There are still other carriers which have not yet completed their negotiations.

In deciding the disputes between the various carriers and their respective employees relative to said rules, the Board gave careful consideration to the submissions filed by the respective parties at the original hearing, including a vast amount of evidence, data, and arguments—oral, written, and documentary—and information gathered by its own forces, as well as to the written arguments filed along with the certification of the disputed rules.

*Decision.*—The United States Railroad Labor Board, acting under authority of the Transportation Act, 1920, and in furtherance of the purpose of said act, has decided that the rules hereinafter set out, corresponding to the rules of the national agreements, are just and reasonable. Reference is made to the numbers of these rules in the national agreement, because they are not numbered uniformly in the submissions from the various carriers.

The rules approved by the Labor Board, hereby made effective December 16, 1921, on the roads upon which they are applicable, are as follows:

HOURS OF SERVICE AND WORKING CONDITIONS GOVERNING EMPLOYEES  
HEREIN NAMED.

ARTICLE I.—SCOPE.

These rules govern the hours of service and working conditions of all employees in the maintenance of way department (not including supervisory forces above the rank of foreman), shop and roundhouse laborers (including their gang leaders), transfer and turntable operators, engine watchmen, pumpers, highway crossing watchmen, and all other employees performing work properly recognized as work belonging to and coming under the jurisdiction of the maintenance of way department, except as provided in decisions of the United States Railroad Labor Board on disputes submitted under Decision No. 119 for other crafts or classes.

They supersede all rules, practices, and working conditions in conflict therewith.

ARTICLE IV.—DISCIPLINE AND GRIEVANCES.

(a) *Advice of cause.*—Employees disciplined or dismissed will be advised of the cause for such action, in writing, if requested within 10 days.

(b) *Hearing.*—An employee disciplined or who feels unjustly treated shall, upon making a written request to the immediate superior within 10 days from date of advice, be given a fair and impartial hearing within 10 days thereafter and a decision will be rendered within 20 days after completion of hearing. Such employee may select not to exceed three employees to assist at the hearing.

(c) *Transcript.*—A transcript of an employee's evidence when taken in writing will be furnished only to such employee upon verifying and signing same.

(d) *Copies for committee.*—A copy of all the evidence taken in writing at the hearing will be promptly made available for use of a properly constituted committee, when required, in handling cases on appeal of which notice has been given in accordance with section (e) of this article.

(e) *Appeal.*—An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the management to handle such cases, if notice of appeal is given the official rendering the decision within 10 days thereafter. The right of the employee to be assisted by duly accredited representatives of the employee is recognized.

(f) *Exoneration.*—If the charge against the employee is not sustained, it shall be stricken from the record. If by reason of such unsustained charge the employee has been removed from position held, reinstatement will be made and payment allowed for the assigned working hours actually lost while out of the service of the railroad, at not less than the rate of pay of position formerly held or for the difference in rate of pay earned in or out of the service.

(g) *Pending decision.*—Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

(h) *Leave of absence.*—Employees serving on committees, on sufficient notice, shall be granted leave of absence and free transportation for the adjustment of differences between the railroad and its employees.

ARTICLE V.—HOURS OF SERVICE, OVERTIME, AND CALLS.

(a1) *A day's work.*—Except as otherwise provided in these rules, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.

(a2) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat without deduction in pay, when the nature of the work permits.

(a3) *Hours paid for.*—Except by mutual agreement, regularly established daily working hours will not be reduced below eight (8) to avoid making force reductions.

When less than eight (8) hours are worked for convenience of employees, or when regularly assigned for service of less than eight (8) hours on Sundays and holidays, or when due to inclement weather interruptions occur to regular established work period preventing eight (8) hours' work, only actual hours worked or held on duty will be paid for, except as provided in these rules.

(a4) *Eliminated.*

(a5) *Sunday work full-day period.*—Except as otherwise provided in these rules, time worked on Sundays and the following holidays—namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas—shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular week-day assignment are worked.

(a6) *Sunday work less than full-day period.*—Except as otherwise provided in these rules, when assigned, notified, or called to work on Sundays and/or the above specified holidays a less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees shall be paid a minimum of three (3) hours for two (2) hours' work or less, and at the pro rata hourly rate after the second hour of each tour of duty.

(a7) *Overtime.*—Eliminated.

(a8) Except as otherwise provided in these rules, the ninth and tenth hours when worked continuous with regular work period shall be paid for at pro rata hourly rate; beyond the tenth hour shall be paid for at the rate of time and one-half time on the minute basis.

(a9) *Calls.*—Except as otherwise provided in these rules, employees notified or called to perform work not continuous with the regular work period, will be allowed a minimum of three (3) hours for two (2) hours' work or less. If held on duty in excess of two (2) hours, time and one-half time will be allowed on the minute basis.

(a10) *Service in advance of work period.*—Except as otherwise provided in these rules, employees will be allowed time and one-half

time on minute basis for service performed continuous with and in advance of regular work period.

(a11) Eliminated.

(a12) *Watchmen, etc.*—Positions not requiring continuous manual labor, such as camp cooks and camp attendants, track, tunnel, bridge and highway crossing watchmen, flagmen at railway non-interlocked crossings, lamp men, pumpers, engine watchmen at isolated points, steam-shovel, pile-driver, crane and ditcher watchmen, will be paid a monthly rate to cover all service rendered. For new positions this monthly rate shall be based on the hours and compensation for positions of a similar kind. If assigned hours are increased or decreased the monthly rate shall be adjusted pro rata as the hours of service in the new assignment bear to the hours of service in the present assignment. The hours of employees covered by this rule shall not be reduced below eight (8) per day for six days per week.

Exceptions to the foregoing paragraph shall be made for individual positions at busy crossings or other places requiring continuous alertness and application, when agreed to between the management and a committee of employees. For such excepted positions the foregoing paragraph shall not apply.

(b) *Intermittent service.*—No assigned hours will be designated for employees performing intermittent service requiring them to work, wait, or travel, as regulated by train service and the character of their work, and where hours can not be definitely regulated.

(c 1) *Beginning and end of day.*—The starting time of the work period shall be arranged by mutual understanding between the local officers and the employees' committee based on actual service requirements.

(c 2) Provided for in c 1 of Article V.

(c 3) Provided for in c 1 of Article V.

(c 4) Provided for in c 1 of Article V.

(c 5) Provided for in c 1 of Article V.

(c 6) Provided for in c 1 of Article V.

(d 1) *Meal period.*—The time and length of the lunch period shall be subject to mutual agreement.

(d 2) *Work during meal period.*—If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at pro rata rate and 20 minutes, with pay, in which to eat shall be afforded at the first opportunity.

(d 3) *Length of meal period.*—Eliminated.

(e) *Determining hourly rate.*—To compute the hourly rate of monthly-rated employees, divide the monthly salary by 204. In determining the hourly rate fractions, less than one-half of 1 cent shall be dropped; one-half cent or over to be counted as 1 cent.

(f) *Travel time in camp cars.*—Employees required by the management to travel on or off their assigned territory in boarding cars will be allowed straight time traveling during regular working hours, and for Sundays and holidays during hours established for work periods on other days.

(g) *Authority for overtime.*—No overtime hours will be worked without authority of a superior officer, except in case of emergency where advance authority is not obtainable.

(h) *Supervisory employees.*—Employees whose responsibilities and/or supervisory duties require service in excess of the working

hours or days assigned for the general force will be compensated on a monthly rate to cover all services rendered, except that when such employees are required to perform work which is not a part of their responsibilities or supervisory duties on Sundays or in excess of the established working hours, such work will be paid for on the basis provided in these rules in addition to the monthly rate. Section foremen required to walk or patrol track on Sundays shall be paid therefor on the bases provided in these rules in addition to the monthly rate.

(i) *Assignments traveling*.—Employees temporarily or permanently assigned to duties requiring variable hours, working on or traveling over an assigned territory and away from and out of reach of their regular boarding and lodging places or outfit cars, will provide board and lodging at their own expense and will be allowed time at the rate of 10 hours per day at pro rata rates, and in addition pay for actual time worked in excess of eight hours on the bases provided in these rules, excluding time traveling or waiting. When working at points accessible to regular boarding and lodging places or outfit cars, the provisions of this rule will not apply.

(j) *Reporting and not used*.—Regular section laborers required to report at usual starting time and place for the day's work and when conditions prevent work being performed will be allowed a minimum of three hours. If held on duty over three hours, actual time so held will be paid for.

Employees whose regular assignment is less than three hours are not covered by this rule. (This paragraph is to cover regular assignments, such as care of switch lamps or other duties requiring short periods on Sundays or other days for special purposes.)

(k 2) *Absorbing overtime*.—Employees will not be required to suspend work after starting any daily assigned work period, for the purpose of absorbing overtime.

(l) *Reductions*.—Gangs will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior men. This will not operate against men in the same gang dividing time.

(m) *Travel time*.—The employees not in outfit cars will be allowed straight time when traveling by train by direction of the management, during regular work period, and one-half-time rate during overtime hours, whether on or off assigned territory.

Employees will not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembly points, or for other personal reasons.

(n) *Meals and lodging*.—In emergency cases, employees taken off their assigned territory to work elsewhere will be furnished meals and lodging by the railroad if not accompanied by their outfit cars. This rule not to apply to employees customarily carrying midday lunches and not being held away from their assigned territory an unreasonable time beyond the evening meal hour.

(o) *Witnesses*.—Employees required to attend court at the request of the management or to appear as witnesses for the railroad will receive the same pay per day for every day held as they would have received for the regular hours of their assignment. They will be furnished necessary transportation and allowed necessary traveling and

living expenses while away from home. Any fees or mileage accruing will be assigned to the railroad.

(p) *Composite service*.—An employee working on more than one class of work four hours or more on any day will be allowed the higher rate of pay for the entire day. When temporarily assigned by the proper officer to a lower-rated position, his rate of pay will not be reduced.

(q) *Female employees*.—The pay of female employees for the same class of work shall be the same as that of men and their working conditions must be healthful and fitted to their needs. The laws enacted for the government of their employment must be observed.

#### ARTICLE VI.—GENERAL.

(a) *Discrimination*.—There will be no discrimination on account of membership or nonmembership in an association of employees. Employees serving on committees will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the railroad, when called for committee work.

(b) *Consent to transfer*.—Except for temporary service, employees will not be transferred to another division unless they so desire.

(c) *Camp cars*.—It will be the policy to maintain camp cars in good and sanitary condition, to furnish bathing facilities when practicable and desired by the employees, and to provide sufficient means of ventilation and air space. All dining and sleeping cars will be screened when necessary. Permanent camp cars used for road service will be equipped with springs consistent with safety and character of car and comfort of employees. It will be the duty of the foreman to see that cars are kept clean. When necessary in the judgment of the management, kitchen and dining cars will be furnished and equipped with stoves, utensils, and dishes in proper proportion to the number of men to be accommodated.

(d) *Water*.—The carrier will see to it that an adequate supply of water suitable for domestic uses is made available to employees living in its buildings, camps, or outfit cars. Where it must be transported and stored in receptacles, they shall be well adapted to the purpose.

(e) *Week-end visits*.—Employees will be allowed, when in the judgment of the management conditions permit, to make week-end trips to their homes. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for.

(f) *Tools*.—The carriers will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

(g) *Transferring household goods*.—Employees transferred from one location to another by direction of the management will be entitled to move their household effects without payment of freight charges.

(h) Employees transferring from one location to another in exercising their seniority rights will be entitled to move their household effects without payment of freight charges only once in each 12-month period.

(k) *Controversies*.—Eliminated.

(l) *Rates*.—Eliminated.

(m) *Date effective and changes*.—This agreement shall be effective as of December 16, 1921, and shall continue in effect until it is changed as provided herein or under the provisions of the Transportation Act, 1920.

Should either of the parties to this agreement desire to revise or modify these rules, 30 days' written advance notice, containing the proposed changes, shall be given and conferences shall be held immediately on the expiration of said notice unless another date is mutually agreed upon.

#### GENERAL INSTRUCTIONS.

SECTION 1. *Application of adopted rules*.—The rules approved by the Labor Board shall apply to each of the carriers parties to the dispute (Docket 475) covered by this decision, except in such instances as any particular carrier may have agreed with its employees upon any one or more of such rules, in which case the rule or rules agreed upon by the carrier and its employees shall apply on said road.

SEC. 2. *Disposition of eliminated rules*.—The rules eliminated by the Labor Board shall cease and terminate, except in such instances as any particular carrier may have agreed or may hereafter agree with its employees upon any one or more of such rules, in which case the rule or rules agreed upon by the carrier and its employees shall apply on said road.

SEC. 3. *Disposition of omitted rules*.—Because a very large majority of the carriers and their employees have agreed upon the major part of Article II, comprising the seniority rules, and Article III, which governs promotions, these articles are omitted in their entirety. In further negotiations attention is again directed to Principle 11, Exhibit B, of Decision No. 119, which provides that—

The principle of seniority long applied to the railroad service is sound and should be adhered to. It should be so applied as not to cause undue impairment of the service.

The Labor Board believes that certain other subject matters now regulated by the rules of the national agreement may not be covered in all localities by rules of general application, and require further consideration by the parties directly concerned.

The omission of the rules governing the above matters is indicated herein by not including the number of the article or the section thereof, as the case may be, as used in the national agreement, and all such rules which involve a dispute between a particular carrier and its employees are hereby remanded to said carrier and its employees for the purpose of adjustment under the provisions of section 301 of the Transportation Act, 1920.

SEC. 4. *Interpretation of this decision*.—The rules herein adopted, where similar to the rules in the national agreement, are not to be understood or construed as carrying with them the interpretations placed on same by the United States Railroad Administration, by the adjustment boards, or by other agencies acting under said administration, but are to be considered and construed as new rules

adopted by the Labor Board in accordance with the Transportation Act, 1920, and the principles announced in Decision No. 119.

Should a dispute arise between the management and the employees of any of the carriers as to the meaning or intent of this decision which can not be decided in conference between the parties directly interested, such dispute shall be handled in the manner provided by the Transportation Act, 1920.

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**DECISION NO. 502.—DOCKET 457.**

*Chicago, Ill., December 10, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Nashville, Chattanooga & St. Louis Railway.**

*Question.*—Shall the above-named carrier negotiate an agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees containing rules governing working conditions of clerical employees?

*Decision.*—Basing this decision upon the evidence before it, the Labor Board decides that the request of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees for the right to make an agreement with the carrier covering working conditions of clerical employees is denied.

Nothing in this decision shall be understood to infringe, however, upon the right of employees not members of the organization representing the majority to present a grievance either in person or by representatives of their choice.

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**DECISION NO. 503.—DOCKET 918.**

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Florida East Coast Railway Co.**

*Question.*—Shall the above-named carrier negotiate an agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees or with the Florida East Coast Railway Clerks' Association covering rules and working conditions for the government of employees in clerical and station service?

*Statement.*—Upon the issuance of Decision No. 119 of the Labor Board, a committee representing the Florida East Coast Railway Clerks' Association conferred with the carrier and presented evidence which the carrier considered was sufficient to show that said organization represented a majority of the employees in clerical service as contemplated by Principle 15 of said decision. Subsequent negotiations between the representatives of the carrier and committee representing the organization named resulted in the execution of an agreement between the carrier and said committee governing working conditions of clerical employees, effective June 1, 1921.

The committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees contends that when conference with the carrier was sought pursuant to Decision No. 119 in May, 1920, they presented a list of 192 clerical employees on the line of the carrier who had signified a desire to be represented by their committee, and this number, it is claimed, constituted a majority of the clerical employees on the system.

The committee further contends that the list of clerical employees represented by the Florida East Coast Railway Clerks' Association includes some employees not subject to the provisions of the agreement, and that if such employees were eliminated, the committee representing the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees would have a majority. The brotherhood therefore requests that the Labor Board direct the carrier to negotiate an agreement covering clerical employees with their committee in accordance with Principle 15 of Decision No. 119; and if the carrier is not satisfied as to what organization is duly authorized to represent said employees in the negotiations on rules, the same course should be pursued by the carrier and the employees to settle that point as is set out in Decisions Nos. 218 and 220.

The carrier states that when Decision No. 119 was issued a committee representing the Florida East Coast Railway Clerks' Association requested a conference with the management to negotiate an agreement. This committee presented evidence of representing a majority of the clerks, and the carrier thereupon entered into an agreement with said committee, effective June 1, 1921. The carrier contends that the evidence is conclusive that the Florida East Coast Railway Clerks' Association represented a majority of the clerical employees in the service, and that their action in negotiating an agreement with the committee was in accordance with Principle 15 of Decision No. 119.

At hearing conducted by the Labor Board on November 9, 1921, representatives of the carrier and of the two organizations involved were present. Evidence was presented to show that in May, 1921, there was a total of 428 clerical employees in the carrier's service, and that of this number the Florida East Coast Railway Clerks' Association presented signatures of 256 clerical employees, who, in May, 1921, had signified a desire to be represented by that association. It was later conceded that this number included 17 clerical supervisory employees—leaving a balance of 239 employees. The Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees presented a list of 192 employees, who, in May, 1921, had signified a desire to be represented by that organization, and it was later conceded by the employees that this number included 18 employees who were not actually clerks—leaving a total of 174 employees.

*Decision.*—The Labor Board decides that the Florida East Coast Railway Clerks' Association represented a majority of the clerical employees in the service of the carrier named and had the right to negotiate an agreement with the carrier in May, 1921, which shall apply to all classes of clerical employees included within the scope of said agreement.

This agreement shall not infringe upon the right of employees not members of the organization representing the majority to present grievances either in person or by representatives of their own choice.

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DECISION NO. 504.—DOCKET 1258.

*Chicago, Ill., December 12, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Louisville & Nashville Railroad Co.

*Question.*—(1) Shall the railroad company negotiate with the federated committee representing the employees composed of the various crafts—machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, and carmen—one agreement to apply to all employees who perform any of the work included in the classification of the various crafts irrespective of the department, namely, mechanical, maintenance of way, signal, or telegraph, of the railroad in which they may be employed?

(2) What is the proper application of Addendum No. 2 to Decision No. 119, and what effect does Decision No. 222 have upon this addendum as it applies to employees involved in this dispute?

*Statement.*—The evidence submitted indicates that pursuant to Decision No. 119, issued by the United States Railroad Labor Board April 14, 1921, arrangements were effected by the Louisville & Nashville Railroad Co. and the chairman of the Federated Shop Crafts to confer on May 10, 1921, with a view to negotiating an agreement covering rules and working conditions for mechanics and helpers employed in certain departments of the railroad.

Minutes of the various conferences were recorded and have been submitted covering all proceedings; the dates of conferences being as follows: May 10, 11, 23, 25, 26, 31, June 1 and 3, 1921. These minutes were signed by the duly authorized representatives of the carrier and the shop crafts. It is shown that the representatives of the shop crafts declined to enter into negotiations covering rules and working conditions applicable to the mechanics and helpers employed in the mechanical department unless it was agreed to first submit a joint statement to the United States Railroad Labor Board for their decision as to whether or not one agreement must be made to cover all employees who may perform work classified as that of machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, and carmen, irrespective of the department in which they may be employed.

On June 25, 1921, a communication was addressed to representatives of the interested parties by the Labor Board calling attention to Decisions Nos. 153, 154, 155, 205, and Interpretation No. 3 to Decision No. 119, stating in part:

In view of these decisions the Board is of the opinion that a formal decision on your submission is unnecessary and requests to be advised whether or not both parties are agreeable to accepting these decisions as disposing of the question in dispute.

On July 25, 1921, the representatives of the carrier replied to the effect that they did not consider the decisions referred to in com-

munication from the Labor Board dated June 25, 1921, as covering the case in question, principally because of the fact that agreement negotiations had been conducted with other organizations relative to all employees in certain departments.

On July 5, 1921, the employees' representative filed an ex parte submission with the Labor Board protesting against the carrier's application of Addendum No. 2 to Decision No. 119; a further ex parte submission was made by the employees on July 12, 1921, in regard to the application of Addendum No. 2 to Decision No. 119 to monthly-rated employees. Copies of the ex parte submission referred to above were forwarded to the carrier, who, under dates of August 22 and September 8, 1921, respectively, filed their position in connection therewith. On August 11, 1921, Decision No. 222 was issued promulgating seven rules relative to overtime, calls, etc., but was not applied on the Louisville & Nashville Railroad due to inability to reach an agreement as to negotiations, which question was then and is now before the Labor Board for decision.

*Decision.*—(1) The Labor Board decides that the work of the six shop crafts and the conditions under which it is performed are so similar in their main characteristics as to make it practicable and economical to treat said crafts as constituting such an organization or class of employees as is contemplated in the Transportation Act, 1920, and in Decision No. 119 of the Labor Board, for the purpose in question, and that said six shop crafts may negotiate and enter into said agreement jointly through the Federated Shop Crafts, if they so elect, provided said system federation represents a majority of each craft or class.

This decision shall not operate to prevent the negotiation of such special rules for employees represented in other departments as are necessary for the economical operation of such departments and are peculiarly applicable to the nature of the work and the conditions surrounding it in said other departments as distinguished from the more highly specialized work of the maintenance of equipment department.

A conference shall be arranged as soon as possible after receipt of this decision and negotiations resumed relative to rules and working conditions.

(2) The provisions of Addendum No. 2 to Decision No. 119 shall be applied in accordance with the method prescribed therein, together with Interpretation No. 1 thereto; and such provisions shall apply pending agreement negotiations properly conducted and decision of the Labor Board upon the questions that may not be decided in said conference.

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DECISION NO. 505.—DOCKET 719.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway Co.**

*Question.*—What is the proper seniority date of Myrtle Moorman, employee in the superintendent's office, Roanoke, Va.?

*Statement.*—Miss Moorman has been continuously employed by the carrier named since September 5, 1917. Prior to the issuance of

Supplement No. 7 to general order No. 27 of the United States Railroad Administration she was classified as messenger. After the effective date of said supplement her classification was changed to clerk.

The employees contend that Miss Moorman's seniority should date from September 1, 1918, the date on which her position was classified as clerk, whereas the carrier contends her seniority should date from September 5, 1917, the date she entered the service.

*Decision.*—The Labor Board decides that the rules of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees governing seniority are not retroactive in their aspect. Therefore, Miss Moorman's seniority shall date from September 5, 1917.

Position of the carrier is sustained.

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DECISION NO. 506.—DOCKET 801.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad Co.**

*Question.*—Dispute with reference to indefinite leave of absence for Violet Devereaux, formerly employed in master mechanic's office, St. Louis, Mo.

*Statement.*—Miss Devereaux was employed as stenographer in the master mechanic's office at St. Louis, Mo., and under date of June 20, 1921, requested a leave of absence to accept position of assistant to secretary of system federation of shop crafts, Missouri Pacific Railroad. This application was declined.

The employees state that the duties of the position held by Miss Devereaux consist of handling funds of the system federation and correspondence relating to the business of the organization, and that under the provisions of rules 46 and 47 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees she is entitled to indefinite leave of absence.

The carrier contends that rule 46 does not provide for indefinite leave of absence except for physical disability or as provided in rule 47; furthermore, that claim of physical disability has not been made nor is it contended that Miss Devereaux is going to represent the shop crafts or the clerks in any negotiations with the officers of the carrier, and it is therefore not proper to grant her an indefinite leave of absence under rules 46 and 47 of the clerks' national agreement.

Rules 46 and 47 of the national agreement read as follows:

Rule 46. Except for physical disability or as provided in rule 47 of this article, leave of absence in excess of 90 days in any calendar year shall not be granted unless by agreement between the management and the duly accredited representative of the employees.

The arbitrary refusal of a reasonable amount of leave of absence to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employees, is an improper practice and may be handled as unjust treatment under this agreement.

An employee who fails to report for duty at the expiration of leave of absence shall be considered out of the service, except that when failure to report

on time is the result of unavoidable delay, the leave will be extended to include such delay.

Rule 47. Employees who since April 6, 1917, have entered the military or naval service of the United States or into service of their respective railroad corporations; employees temporarily assigned to railroad associations handling arbitrations, rate cases, and matters of similar scope; employees temporarily in the service of the United States Railroad Administration, and employees elected as representatives of employees, shall be considered on leave of absence and in the service of the railroad and shall retain their seniority rank and rights, if asserted within 30 days after the release from excepted employment.

*Decision.*—The position of the carrier is sustained.

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DECISION NO. 507.—DOCKET 807.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway Co.**

*Question.*—Claim of G. S. Holland, clerk in office of chief dispatcher at Crewe, Va., for pay for time lost account of sickness during the month of January, 1921.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees which governs the working conditions of employees in the class of service in which Mr. Holland is engaged does not contain any specific rule on the question of pay for time lost account sickness or vacation; however, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—Basing this decision upon the evidence before it, the Labor Board decides that under the past practice the employee involved in this dispute is not entitled to pay for the time off account of sickness in the month of January, 1921.

Claim of the employee is therefore denied.

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DECISION NO. 508.—DOCKET 813.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Colorado & Southern Railway Co.**

*Question.*—Claim of Clair Kane, clerk in local freight office, Denver, Colo., for pay for time lost account of sickness February 3 to 14, 1921, inclusive.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees which governs the working conditions of employees in the class of service in which Mr. Kane is engaged does not contain any specific rule on the question of pay for time lost account of sickness or vacation; however, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional director:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

The practice of the carrier in question has been to allow employees a limited sick leave when not necessary to employ additional help to fill employee's place while absent account sickness. In cases where other employees could keep up the work without detriment to the service, they were allowed to do so, and the employee off account sickness was paid for the period of his absence.

*Decision.*—The evidence before the Labor Board in this case shows that it was necessary to employ some one to perform the work of Mr. Kane's position during the period of his absence.

Claim of the employee is therefore denied.

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DECISION NO. 509.—DOCKET 833.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Dispute with reference to abrogation of past practice in regard to granting pay for time off account of sickness.

*Decision.*—The employees having requested that this dispute be withdrawn, and the carrier having concurred therein, the case is removed from the docket and the file closed.

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DECISION NO. 510.—DOCKET 837.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Dispute with reference to furnishing a copy of the seniority roster to the duly accredited representative of clerical employees.

*Statement.*—Rule 22 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

A seniority roster of all employees in each seniority district, showing name and proper dating, will be posted in agreed-upon places accessible to all em-

employees affected. The rosters will be revised and posted in January of each year, and will be open to protest for a period of sixty (60) days from date of posting. Upon presentation of proof of error by an employee or his representative such error will be corrected. The duly accredited representative of the employee shall be furnished with a copy of the roster upon request.

The provisions for annual revision and posting of seniority rosters will not be construed to mean that the duly authorized representative of the employees will be denied the right to request and receive a revised roster when a reduction in force is contemplated or when, due to turnover in force, the annual roster (as applied to a seniority district) does not furnish the information necessary to apply properly the seniority provisions of this schedule.

NOTE.—In view of the variety of employees covered by these rules, seniority rosters by classes, to be mutually agreed upon by the management and the duly accredited representatives of the employees, shall be established.

The employees state that request was made for a copy of the roster of clerks in the passenger traffic department of the carrier in question and was denied, and contend that under the provisions of the rule above quoted the duly accredited representative of the employees should be furnished with a copy of the roster when requested.

The carrier states that they had no request from any employee in the department in question for a copy of the roster nor any complaint from such employees as to refusal to furnish a copy of same, and they did not feel obligated to comply with the provisions of rule 22, above quoted.

*Decision.*—The Labor Board decides that under the provisions of rule 22 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees the duly accredited representative of the employees covered by said agreement is entitled to a copy of the seniority roster of employees in the passenger traffic department. Position of the employees is therefore sustained.

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#### DECISION NO. 511.—DOCKET 838.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Dispute with reference to furnishing duly accredited representative of employees covered by the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees a copy of seniority roster of clerks in the district freight and passenger agent's office at Oakland, Calif.

*Statement.*—Rule 22 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads as follows:

A seniority roster of all employees in each seniority district, showing name and proper dating, will be posted in agreed-upon places accessible to all employees affected. The rosters will be revised and posted in January of each year, and will be open to protest for a period of 60 days from date of posting. Upon presentation of proof of error by an employee or his representative, such error will be corrected. The duly accredited representative of the employee shall be furnished with a copy of the roster upon request.

The provisions for annual revision and posting of seniority rosters will not be construed to mean that the duly authorized representative of the employees will be denied the right to request and receive a revised roster when a reduc-

tion in force is contemplated or when, due to turnover in force, the annual roster (as applied to a seniority district) does not furnish the information necessary to apply properly the seniority provisions of this schedule.

**Note.**—In view of the variety of employees covered by these rules, seniority rosters by classes, to be mutually agreed upon by the management and the duly accredited representatives of the employees, shall be established.

The employees state that the division general chairman of the clerks' organization is the duly accredited representative of the employees covered by the clerks' national agreement in the office of district freight and passenger agent, Oakland, Calif., and contend that under the provisions of the rule quoted his request for a copy of the seniority roster should have been complied with.

The carrier states that they have received no request from any employees in the office named that a copy of the roster be submitted to the officer of the organization as a representative of the employees nor any complaint from any employee as a result of refusal to furnish such copy, and therefore does not feel obligated to comply with the provisions of rule 22 of the clerks' national agreement.

**Decision.**—The Labor Board decides that under the provisions of rule 22 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, herein quoted, the duly accredited representative of the employees in the office in question shall be furnished with a copy of the roster upon request.

Position of the employees is sustained.

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#### DECISION NO. 512.—DOCKET 839.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

**Question.**—Dispute regarding proper rate of pay of Walter Schwerdt, clerk in office of auditor of passenger accounts, San Francisco, Calif.

**Decision.**—At hearing conducted on this case it was found that the evidence in the dispute is not sufficiently clear for the Labor Board to render a decision thereon and, in accordance with the expressed willingness of the representatives of the employees and the carrier at said hearing to conduct further conferences for the purpose of developing the facts in the case, it is hereby returned to the parties at interest and the file closed.

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#### DECISION NO. 513.—DOCKET 844.

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

**Question.**—Shall the positions of apron tenders at the ferry passenger stations, Oakland and San Francisco, Calif., be increased 13 cents an hour in accordance with section 4, Article II, of Decision No.

2, or  $8\frac{1}{2}$  cents an hour in accordance with section 9, Article II, of Decision No. 2 of the Labor Board?

*Decision.*—Basing this decision upon the evidence before it, the Labor Board decides that the employees in question are not “train announcers,” “gatemen,” or “assistant station masters” or others similarly employed, and are not, therefore, entitled to the increase of 13 cents per hour as provided in section 4, Article II, of Decision No. 2 of the Labor Board.

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DECISION NO. 514.—DOCKET 450.

*Chicago, Ill., December 3, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. St. Louis & Hannibal Railroad Co.

*Question.*—The question in dispute is in regard to agreement negotiations affecting maintenance of way employees and railway shop laborers.

*Statement.*—Under date of October 21, 1921, the Labor Board addressed the following communication to representatives of the parties to the dispute:

Under date of August 22, there was addressed to you gentlemen a joint communication with reference to dispute that had been filed with this Board by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, wherein it was contended that they had endeavored to confer with the management for the purpose of drawing up a set of rules and working conditions for the government of certain employees affiliated with that organization, but that the management refused to enter into conference for that purpose.

In accordance with the request of the employees, an oral hearing was conducted by Bureau No. 2 of this Board on July 18, 1921, at which hearing the employees were represented by J. C. Smock, assistant grand president of the above referred to organization, and the carrier by C. H. McCarthy, vice president and general manager. This communication stated that the evidence did not afford sufficient information for this Board to determine whether or not the majority of the employees of the St. Louis & Hannibal Railway Co. of the classes affected by this dispute desired that this organization represent them, and requested that each party secure and furnish the Board with information on that point.

On September 22, E. F. Grable, grand president of the maintenance of way organization, addressed a communication to this Board, inclosing certain certificates bearing the signatures of employees of the St. Louis & Hannibal Railway Co., indicating that 79 men have authorized that organization to represent them in negotiations with the management.

Under date of September 29, Mr. Grable addressed another communication to this Board, inclosing a list of names which appeared on the certificates previously furnished, together with affidavit to the effect that the signatures affixed thereto were bona fide.

A copy of these two communications is being forwarded to the management for their information and if after analyzing the same it is felt by the management that the organization in question has been properly authorized to represent certain of its employees, it is suggested by the Board that a conference be held between representatives of the employees that may be properly designated and representatives of the management for the purpose of endeavoring to harmonize the differences that now exist. It is the hope of the Board that this dispute may be thus amicably settled.

*Decision.*—This case will be considered closed, and if after the conference suggested above there is still a disagreement on which a decision of this Board is desired, upon receipt of proper advice to that effect such disputed question will be given due consideration.

## DECISION NO. 515.—DOCKET 656.

*Chicago, Ill., December 3, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Pennsylvania System.**

*Question.*—What increase under the provisions of Decision No. 2 of the Labor Board shall be applied to gang leaders of laborers at Greenwich wood-preserving plant, Philadelphia, Pa.?

*Decision.*—The employees in question are entitled to an increase of not less than 13 cents per hour, which amount represents the minimum hourly increase accruing to any class of supervisory forces specifically referred to and coming under the provisions of Decision No. 2 issued by the Labor Board. (See Interpretation No. 21 to Decision No. 2.)

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## DECISION NO. 516.—DOCKET 714.

*Chicago, Ill., December 3, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Missouri Pacific Railroad Co.**

*Question.*—Dismissal of H. F. Kirk and F. L. Moore, boilermakers, formerly employed at Hoxie, Ark.

*Decision.*—Upon request of the complainant organization this case has been withdrawn and the docket is therefore closed.

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## DECISION NO. 517.—DOCKET 920.

*Chicago, Ill., December 3, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Pennsylvania System.**

*Question.*—Request for pay for time lost by James Malone, James Curtain, William Higginson, and William Deitloff, carpenters, employed on the New York Division, Pennsylvania System, between April 9 and May 1, 1920.

*Statement.*—On April 9, 1920, on account of an illegal strike of train and engine service employees, which strike also involved certain station employees, shopmen, etc., who either actually participated or threatened to participate therein, the bridge and building carpenters under the supervision of the master carpenters, New York Division, were directed to perform certain duties in connection with the care and maintenance of bunk cars which were being used for the purpose of housing the railroad police department employees.

Mr. Malone and three other employees involved in this dispute refused to perform the service to which assigned, and as practically all of the carpenter force together with the foremen were engaged in work of a similar nature in connection with this strike, there were no other duties to which those employees could be assigned between April 9 and May 1, 1920.

On May 1, 1920, the carpenter force was relieved of emergency work in connection with bunk cars and was returned to its regular

assignments, at which time Messrs. Malone, Curtain, Higginson, and Deitloff resumed duty.

*Decision.*—Based upon the agreed-to facts in the above statement, the claim for pay for time lost by the employees involved is denied.

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DECISION NO. 518.—DOCKET 923.

*Chicago, Ill., December 3, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad Co.

*Question.*—Shall the increase of 15 cents per hour specified in Decision No. 2 for painters covered by paragraph (b) of Decision No. 92 of the United States Railroad Labor Board be added to the rates in effect at 12.01 a. m. March 1, 1920?

*Decision.*—Yes.

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DECISION NO. 519.—DOCKET 924.

*Chicago, Ill., December 3, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Central Railroad Co. of New Jersey.

*Question.*—Was section (1), Article V, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers violated when working days were reduced to five per week, after extensive reduction in force had been made?

*Statement.*—The evidence submitted indicates that the carrier, in order to effect a curtailment in operating expenses, reduced its maintenance of way forces between the dates of October 15, 1920, and February 9, 1921, to the extent of 1,319 employees, or over 50 per cent of the force employed; that it was necessary to make a further reduction in operating expenses; that a further curtailment of force would seriously impair the service; that their only alternative was to work the employees then in the service five days per week; and that accordingly notices were issued to that effect, the same being effective February 9, 1921, and continuing in effect until April 11, 1921, when the employees were again placed on six days per week.

The carrier contends that it has complied with section (1) of Article V of the agreement in handling the matter as outlined. Section (1) of Article V above referred to reads:

Gangs will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior men.

It is the contention of the employees that the above-quoted rule was violated in reducing the number of days per week, and that the employees in question should be paid for all times so laid off.

*Decision.*—The Labor Board decides upon the case in question that the carrier did not violate the meaning and intent of section (1), Article V of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, and therefore denies the claim for payment account of reduction in the days per week as outlined.

## DECISION NO. 520.—DOCKET 926.

*Chicago, Ill., December 3, 1921.*

International Brotherhood of Firemen and Oilers v. Southern Pacific Co.  
(Pacific System).

*Question.*—The question in dispute is in regard to the payment of Sunday and holiday service in the steam power plant at West Oakland, Calif.

*Statement.*—An application for decision was filed with the Labor Board by Timothy Healy, representative of the above-named organization, purporting to show that the above-named carrier was not complying with the provisions of the national agreement entered into between the Director General of Railroads and the International Brotherhood of Firemen and Oilers, as well as Addendum No. 2 to Decision No. 119 rendered by the Labor Board.

An oral hearing was conducted, at which time representatives of the respective parties were present. At said hearing certain matters not specifically mentioned in the employees' submission were injected. It further developed that the supporting evidence appended to the employees' submission referred to several questions and did not cover any specific dispute or complaint. In view of this fact, it was suggested by the examiner that the submission be redrawn in order that it might clearly set forth the employees' contention, and that such redraft be handled as a new submission, and that if an agreement could not be reached the case could again be referred to the Labor Board for its determination after compliance with section 301 of the Transportation Act, 1920.

*Decision.*—This case is considered closed and if further submission is made in connection therewith, the evidence already submitted will be considered in conjunction with the resubmission, if the parties to the dispute so desire.

## DECISION NO. 521.—DOCKET 930.

*Chicago, Ill., December 3, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway Co.

*Question.*—Exercise of seniority rights to first-shift position when second shift is abolished.

*Statement.*—The joint statement of facts submitted indicates that in disposing of the grievance affecting seniority rights of a pumper, the general chairman of the maintenance of way organization, representing the employees, and the superintendent of Pocahontas Division agreed that the last sentence of section (e), Article II, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers applies to pumpers. It reads in part as follows:

When force is reduced, foreman will have the right, before displacing other employees, to displace only foremen with the least seniority rights on their respective seniority districts.

It was further agreed that this understanding of the rule was to establish a precedent for handling future cases on the Pocahontas Division.

The evidence submitted further indicates that there were two pumpers employed at Boody, Va., which is located on the Pocahontas Division; that the pumper assigned to the first trick worked from 8 a. m. to 5 p. m. with one hour for meal; that the pumper assigned to the second trick worked from 5 p. m. to 2 a. m. with one hour for meal; that the second-trick pumper was senior in point of seniority to the first-trick pumper; and that the first-trick pumper was not the pumper with the least seniority rights on the seniority district involved.

Effective March 22, 1921, the second-trick position of pumper at Boody was cut off. The incumbent applied for and was denied the right to displace the first-trick pumper at Boody, but was not denied the right to displace the pumper with the least seniority rights in the seniority district in question.

It is shown that when the case was brought before the general superintendent by the general chairman of the organization, the seniority question was disposed of by him in line with the wishes of the organization. The carrier, however, declined to honor claim for actual wage loss to the second-trick pumper from the time his trick was cut off until he was placed upon the first trick, on the ground that the action of the division superintendent was right and proper in view of the then existing seniority arrangement.

It is the employees' claim that the pumper on the second trick which was abolished should have been retained and placed in the first-trick position, and quote section (c 2), Article II of the agreement governing maintenance of way employees, which reads as follows:

(c 2) Except as provided in section (d) of this article and in section (h), Article III, when force is reduced the senior men in the subdepartment, on the seniority district, capable of doing the work shall be retained.

It is also claimed that the employee in question should be compensated for actual wage loss from the time his trick was cut off until he was placed on the first trick.

*Decision.*—In this case an agreement had been reached between representatives of the carrier and representatives of the employees that section (e), Article II, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers would apply to pumpers, and upon this evidence the claim of the employees is denied.

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#### DECISION NO. 522.—DOCKET 944.

*Chicago, Ill., December 3, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway Co.**

*Question.*—Application of sections (a 7) and (a 8), Articles V of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers, to extra gang laborers removing snow from right of way.

*Statement.*—During the winter 1920-21 extra gangs were employed for the purpose of removing snow from right of way. These extra gangs in some instance worked with regular section men. The extra men employed for the purpose of removing snow from right of way were paid pro rata rates for ninth and tenth hours of continuous service under the provisions of section (a 7), Article V of the agreement governing maintenance of way employees and railway shop laborers. The employees claim that these extra men are entitled to compensation at rate of time and one-half for ninth and tenth hours of continuous service under the provisions of section (a 8), Article V of the above-mentioned agreement.

*Employees' position.*—It has always been the practice on the Chicago & North Western Railroad to reduce the amount of employees in regular section gangs during the winter months; when additional help is required for snow shoveling and other similar work customarily done by regular section gangs, such gangs were increased sufficiently to meet the required need. This additional help is usually secured by rehiring the former employees who were laid off during the fall force reduction and they are placed at work in the regular established section gangs under the direct supervision of the section foreman.

The committee of employees contend that when such additional help is hired and placed at work in the regular section gangs or under the direct supervision of the regular section foremen, the provisions of section (a 8) of Article V should apply on all overtime hours.

*Carrier's position.*—The railway company's officers do not agree with statement made by the employees in the first paragraph of their position—that when it is necessary to employ additional help in emergencies, such as snowstorms, etc., section laborers laid off account usual seasonal reduction of forces are employed—for the reason, they claim, that when emergencies arise the first men available are employed.

The carrier takes the position that it is its prerogative to establish extra gangs for the purpose of removing snow from right of way and that these extra gangs are only entitled to pro rata compensation for ninth and tenth hours of continuous service in accordance with the provisions of section (a 7), Article V of the agreement governing maintenance of way employees and railway shop laborers, regardless of the fact that in some instances they may work with regular section laborers who were receiving compensation under the provisions of section (a 8), Article V of the agreement.

*Decision.*—The claim of the employees is denied.

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DECISION NO. 523.—DOCKET 945.

Chicago, Ill., December 3, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway Co.

*Question.*—Seniority rights of track laborers in service less than six months.

*Statement.*—Carlo Cicchetti, Carman Prospero, and Jim Avenos, track laborers, were laid off in January, 1921, on account of reduc-

tion in force and were not allowed to displace other laborers junior to them in the service. These employees entered the service of the carrier on the following dates: November 2, 1920; November 15, 1920; and November 3, 1920, respectively.

*Employees' position.*—The position of the employees is quoted as follows:

We claim that the seniority rights of employees covered by the national agreement as of section (a), Article II, begin when their pay starts. Also, in the reduction of forces, laborers' rights are based on section (d 1) of Article II: "Employees will have the right to displace employees junior in the service in their seniority district." Therefore, we contend that these employees should have been given their seniority rights to displace any employee junior in the service and paid for time lost.

Our understanding of section (h) of Article II is that the names of employees will not apply on the roster until six months of service and should not affect their seniority rights in the service. Therefore, we contend that any employees in the service of the company should receive their seniority rights in accordance with section (d 1), Article II, of the national agreement.

*Carrier's position.*—The position of the carrier is quoted as follows:

Section (h), Article II, of the maintenance of way national agreement, covering seniority rights of the track laborers in question, reads as follows:

"(h) Seniority rosters will show the name and date of entry of the employees into the service of the railroad, except that names of laborers will not be included and their seniority rights will not apply until they have been in continuous service of the railroad in excess of six (6) months."

The three track laborers in question having been in the service of the carrier less than six months were not under the provisions of the national agreement above quoted, nor entitled to any seniority rights, and the carrier was entirely within its rights in displacing these laborers when reducing their force.

*Decision.*—While the Labor Board feels that the principle of seniority should be adhered to as closely as possible when reducing forces, it does not construe the provisions of the above-referred-to agreement as making it compulsory upon the carrier to regard seniority of the employees in question until they have been in the service six months.

The claim of the employees is therefore denied.

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#### DECISION NO. 524.—DOCKET 958.

*Chicago, Ill., December 3, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway Co.**

*Question.*—What constitutes an "isolated point" as applied to engine watchmen referred to in section (a 12), Article V, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers?

*Decision.*—The Labor Board decides that a fair definition of the language "engine watchmen at isolated points" as incorporated in section (a 12), Article V of the above-referred-to agreement would be as follows:

Engine watchmen at isolated points are those located at other than division terminals, where there is no supervision and where maintenance work is not performed on locomotives, except engine

watchmen at such points whose duties, connected with taking care of engines, such as knocking and building fires, and service of like character, consume more than 50 per cent of their time on duty, in which latter case they shall be excluded from the provisions of section (a 12), Article V, of the national agreement of the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

**DECISION NO. 525.—DOCKET 969.**

*Chicago, Ill., December 3, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago, St. Paul, Minneapolis & Omaha Railway Co.**

*Question.*—(1) Has the system federation representing the Federated Shop Crafts the right to negotiate an agreement covering employees performing mechanics' work and their helpers in the maintenance and repair of water service equipment coming under the jurisdiction of the maintenance of way department?

(2) If the above is conceded, have the Federated Shop Crafts the right to include rules governing their mechanics and helpers in the maintenance of way department in the agreement they are negotiating covering their members in the maintenance of equipment department?

*Decision.*—(1) Yes. (See Decisions Nos. 291 and 357.)

(2) Yes. (See Decisions Nos. 291 and 357.)

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**DECISION NO. 526.—DOCKET 301.**

*Chicago, Ill., December 3, 1921.*

**Brotherhood of Railroad Trainmen v. Virginian Railway Co.**

*Question.*—Request for reinstatement of J. M. Ferguson, yard conductor, Sewall Point, Va., dismissed October 7, 1920. The committee as his representative requests reinstatement and that he be paid the time he would have earned had he remained in the service.

*Employees' position.*—The general grievance committee contends that Mr. Ferguson was discharged in violation of Article XXXI, page 41, of the contract between the Virginian Railway and its trainmen. The said article states that "A trainman will not be discharged without a hearing," which, it is alleged, was not done in this particular case; consequently no justifiable reason has been established which would support the dismissal of Mr. Ferguson. Therefore the claim is made for his reinstatement with full pay from the date of dismissal up to and including the date of reinstatement.

*Carrier's position.*—J. M. Ferguson, yard conductor at Sewall Point, Va., was dismissed from the service October 7, 1920, for insubordinate actions toward the proper instructions of the general yardmaster. The carrier contends that Mr. Ferguson was given an investigation in accordance with Article XXXI of the contract, effective December 1, 1919.

*Decision.*—The Labor Board decides that J. M. Ferguson, yard conductor, shall be reinstated without pay for time lost.

## DECISION NO. 527.—DOCKET 329.

Chicago, Ill., December 5, 1921.

**Brotherhood of Railroad Trainmen v. Kansas City Southern Railway Co.**

*Question.*—Reinstatement of H. E. Barlow, brakeman.

*Statement.*—The submission contained the following:

*Joint statement of facts.*—Brakeman Barlow was a member of the crew of train extra 486 north. This crew switching at Panama, Okla., on April 29, 1920, picked up five cars of oil from Midland Valley track No. 2 and kicked three loaded tank cars to Midland Valley track No. 1 at an estimated speed of 4 miles an hour. The three loaded tank cars on which Brakeman Barlow was riding struck empty flat car N. & W. 31256 which stood about 8 car lengths in the clear, breaking the flat in two, resulting in damage amounting to \$250. Brakeman Barlow was dismissed on May 13, for responsibility for this accident and also because of his past record as follows:

"February 23, 1919, suspended five days for mishandling switch in Heavener yard, allowing cars which were being switched by yard crew to collide with engine 532.

"Morning of March 28, while braking on work extra 520, gave No. 55 a very short flag near milepost 297½ and in attempting to catch No. 55's engine was slightly injured. No discipline.

"On May 18, 1919, he was turned in by Conductor Campbell for being 'too infernal lazy and slow' to make a good freight brakeman.

"On May 23, he was reported by Switchman Stalcup for his failure to secure the rear end of No. 32's train in Heavener yards by setting hand brake. This was overlooked with a lecture and a promise as to what would occur in the future.

"On January 1, he was suspended five days for damage to caboose 582 at Howe, December 9, 1919, when in making a drop of four cars he left the engine go to the sidetrack and the cars to the main line against the caboose instead of letting the engine go to the main line and the cars to the siding.

"On December 14, 1919, engine 522 in charge of Engineer Edge ran through the north switch at Windsor account of Brakeman Barlow who was braking ahead failing to get it lined over. His excuse was that there was ice all over the switch lock. The facts are that he just forgot to line the switch."

*Employees' position.*—Brakeman H. E. Barlow was employed as brakeman on extra 486 north from Heavener, Okla., to Watts, Okla., and which crew was required to stop at Panama, Okla., en route for the purpose of switching out and picking up some cars loaded at that point. In the performance of said switching it became necessary to kick three cars of oil onto a certain track. Investigation developed that these cars were moving at a very slow rate of speed when detached from the other cars and that Brakeman Barlow immediately boarded the detached cars at a point on the cars where there were two hand brakes located together. The investigation also developed that there were approximately only 7 car lengths of space on track onto which detached cars were moving between the clearance of the lead track and a number of cars standing on track onto which the three detached cars were moving.

Investigation further developed that two brakes were set on moving cars by Brakeman Barlow and said brakes had previously been inspected by car inspectors and pronounced O. K. Investigation also further developed that moving cars collided with standing cars at a very slow rate of speed and the car receiving the damage being first next to moving cars with several heavy loads of coal coupled onto and standing next behind it. Inspection developed the damaged car to be an empty flat car of ancient construction and in a very weakened condition, the sills of which were in an apparent weak condition with an old crack in one of the sills.

To further substantiate the fact that brakeman set brakes in an effort to stop moving cars, investigation shows it was necessary that the brakes be released on cars in question before further switching could be made with them. The original notice of cause for dismissal served upon Brakeman Barlow was responsibility for damage to N. & W. car 31256, the same being the one damaged at Panama on the date in question, but subsequently, and after appeal from decision had been made by the representatives of Brakeman Barlow, the division superintendent injected into the matter Mr. Barlow's past record and it is

our position that his past record has no bearing whatever in the matter, inasmuch as the management failed to establish responsibility or culpability on the part of Brakeman Barlow in connection with damage to car at Panama, and due to such failure on part of management to establish Mr. Barlow's responsibility or culpability in damage to N. & W. car 31256 at Panama it is asked that he be reinstated and paid for all time lost as a result of his dismissal from the service.

*Carrier's position.*—The management holds that the damage occurred because Brakeman Barlow did not slow down the cars that he was riding in time to avoid a severe coupling with the cars already standing on No. 1 track.

Testimony given by the conductor and engineer showed that the three tank cars, when cut loose, were moving at a speed of 3 to 4 miles per hour and had a distance of 7 or 8 car lengths to go before striking the flat car that stood with other cars on track No. 1. There was ample room in which to stop the three moving tank cars without striking the flat car had the brakes been properly handled.

Conductor Sharp submitted that one brake, if properly set, would hold all three, or even five, cars and that the accident was due to Brakeman Barlow failing to stop the cars.

Car Foreman Osborne, a witness at the investigation, stated that his inspectors made an examination of the brakes on these cars before and after the accident and found them in good order, there being no defects and no repairs necessary. Conductor Sharp, who cut the cars off, examined the brakes after the accident and confirmed the car foreman's testimony, stating that the brake chains were not too long, nor more slack in them than usual. In his opinion brakes were all right and were set sufficiently to demonstrate that they were in good order. These brakes on two loaded tanks, which Mr. Barlow did not wind up tightly, were released by Conductor Sharp before switching was resumed because of the noise brakes were making.

Car Foreman Osborne stated that while the flat car was an old car, one side still having what he termed a windbreak, its physical condition before the accident complied with Master Car Builders' requirements.

The management feels that the responsibility for this accident lies with Brakeman Barlow. His service record, hereinbefore referred to, is indicative of a careless and indifferent nature and shows similarity to the occurrence for which he was dismissed which, in our opinion, would not justify leniency being shown to the extent of returning him to the service.

*Decision.*—The Labor Board decides that the claim of H. E. Barlow, brakeman, can not be sustained.

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#### DECISION NO. 528.—DOCKET 408.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen and Enginemen v. Interstate Railroad Co.**

*Question.*—Request for reinstatement and pay for time lost by S. B. Arwood, switchman, and H. E. Silvers, fireman, dismissed on March 28, 1921.

*Employees' position.*—The ex parte statement of facts submitted by the employees is as follows:

S. B. Arwood and H. E. Silvers were dismissed from the service of the Interstate Railroad on March 28, 1921, because of having responded to the requests of the chief executives of their organizations (Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen and Enginemen) for information as to the status of wage questions on the line, such information having been requested of the executives by the United States Railroad Labor Board because of the receipt of advice by such Board from the officers of the company which indicated that no dispute existed between the management and employees, whereas the employees were at the time contending for the payment of time and one-half for overtime, as in effect on other railroads in the territory.

In explanation of the foregoing it is set out that under date of March 15, 1921, the executives of various railroad labor organizations were telegraphed as follows by the secretary, United States Railroad Labor Board:

"The Board has received advice of general increase in wages effective May 1, 1920, on the Interstate Railroad to classes of employees you represent. Advise if this settles dispute regarding wages with carrier and if same may be considered withdrawn."

Upon receipt of this telegram the executives of the organizations immediately transmitted the same to their representatives on the Interstate Railroad, Messrs. Arwood and Silvers at the time being the general chairmen of the Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen and Enginemen, respectively. These employees upon receipt of the request from the executives of their organizations immediately responded, advising that—

"The representatives of the different orders on the Interstate Railroad are not satisfied with increases in wages as made effective May 1, 1920. We ask in addition time and one-half for overtime. We got pro rata overtime, which is not satisfactory. We want to abide by the decision of the United States Railroad Labor Board."

This reply was made only after conferring with the membership of their organizations on the line, and upon receipt of the information the same was transmitted to the United States Railroad Labor Board by the chief executives of the organizations.

It is our contention that in some manner the officials of the carrier obtained a copy of the message sent to the executives of our organizations, and on March 23 Messrs. Arwood and Silvers were called to the offices of the carrier and informed that instructions had been issued by the president of the property, Mr. Miller, to discharge them. On the following day they were again called to the office and an endeavor made by the officers of the carrier to secure a pledge from the two employees to the effect that they would not in the future take any similar questions up with the executives of their organizations. Messrs. Arwood and Silvers declined to make such promise, and thereupon were dismissed from the service. The chairman of one other organization, called to the office at the same time, did make such promise and was permitted to return to service, conclusively proving that the real cause for dismissal was the organization activity of the employees named and not insubordination as charged.

*Carrier's position.*—The carrier states that Messrs. Arwood and Silvers were discharged from the service for having positively declined to carry out instructions issued to them by the superintendent; therefore, they have no further interest in them, and did not desire to present any data or make any answer whatever in respect to the complaint.

Under date of November 4, 1921, a subsequent letter received from the carrier reads in part as follows:

As previously advised, the Interstate Railroad Co. does not desire to submit any evidence or other data in connection with this case, and since we do not deal with our employees through representatives of labor organizations,  
\* \* \*

*Statement.*—This appears to be a case of managing officers of the carrier declining to meet with their employees through representatives of organizations, and the attitude of the carrier is clearly shown in the communication from which language last-above quoted is taken.

The Transportation Act, 1920, specifically provides for the handling of disputes through organizations composed of employees, and the Labor Board has explicitly dealt with this subject in Decision No. 224, to which attention is hereby directed. It is self-evident that no orderly adjudication of differences arising between employees and carriers can be had if the carrier declines to meet the representatives

of an "organization of employees or subordinate officials whose members are directly interested in the dispute," but, on the contrary, dismisses from service employees who seek such recognition.

*Decision.*—After carefully considering all of the facts, and in view of the foregoing statement, the Labor Board decides that S. B. Arwood, switchman, and H. E. Silvers, fireman, shall be reinstated to their former positions and paid for time lost since date of their dismissal.

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**DECISION NO. 529.—DOCKET 608.**

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railroad Station Employees v. Boston Terminal Co.**

*Question.*—Request for application of rule 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees to clerical and station employees paid on a daily basis.

*Decision.*—The Labor Board has decided in Decision No. 426, dated November 30, 1921, that rule 66 of the clerks' national agreement does not apply to clerical and station employees paid on a daily basis.

Claim of employees is therefore denied.

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**DECISION NO. 530.—DOCKET 566.**

*Chicago, Ill., December 5, 1921.*

**Order of Railroad Telegraphers v. Wabash Railway Co.**

*Question.*—Alleged violation of the provisions of agreement between employees and carrier effective November 1, 1920, in the abolition of positions designated as "agent-telegraphers" at Stewardson and Strasburg, Ill., and the establishment of positions of "agent-nontelegraphers" at those stations.

*Statement.*—Effective March 2, 1921, the positions of agent-telegraphers at Stewardson and Strasburg, Ill., paid at the rate of 60½ cents per hour, were abolished and new positions of agent-nontelegraphers established at rate of 53 cents per hour. The wages and working conditions of employees in telegraph service are governed by an agreement effective November 1, 1920.

The employees state that the positions in question were designated in the schedule with the telegraphers' organizations as "agent-telegraphers," and that on February 28, 1921, the carrier removed the wires from the station, changed the classification of the positions from agent-telegraphers to agent-nontelegraphers, reducing the rate of pay 7½ cents per hour, and changed the hours of service from 8 within 9 hours to 8 within 12 hours.

The employees contend that the change above described is in conflict with rule 24 of the agreement, reading as follows:

No rate, rule, or part of rule in this agreement will be eliminated, annulled, or changed without the approval of the vice president and general manager and the general committee, and after thirty days' notice.

The carrier states that on March 2, 1921, the telegraph wires were removed from the stations above named, and that the telegraph agency positions were abolished and nontelegraph agency positions established in lieu thereof. The nontelegraph agencies thus established were paid the rate prevailing for positions of similar kind and class, in accordance with the provisions of the agreement. The carrier contends that the rule referred to by the employees has no application in this case and that changes of this character have been made in the past without any protest from the employees. The carrier further contends that there is nothing in the agreement which prohibits the abolition of a telegraph agency and the creation of a nontelegraph agency and the adjustment of compensation in accordance with positions of similar kind and class, as shown in the agreement.

*Decision.*—Basing this decision upon the evidence before it, the Labor Board decides that the action of the carrier in this case is not a violation of rule 24 of the agreement between the employees and the carrier effective November 1, 1920. This decision does not deal with the alleged violation of other rules in the agreement in accordance with the understanding reached at hearing on September 28, 1921.

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DECISION NO. 531.—DOCKET 683.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York, New Haven & Hartford Railroad Co.**

*Question.*—Request that Cecilia Lonergan and Florence Groves, formerly employed as ticket sorters in the office of local auditor at Boston, Mass., be returned to service as comptometer operators and paid for time lost since November 27, 1920, on which date they were removed from their positions and comptometer operators substituted.

*Decision.*—At hearing conducted by the Labor Board it developed that the positions for which the employees above named aspire have been abolished.

Therefore, there is nothing for the Labor Board to decide in this case, in view of which the dispute is ordered removed from the docket and the file closed.

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DECISION NO. 532.—DOCKET 740.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway Co.**

*Question.*—Request for reinstatement of K. H. Smith, clerk, general manager's office, Tyler, Tex.

*Decision.*—Request of employees is denied.

## DECISION NO. 533.—DOCKET 751.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Request for reinstatement of J. Pearl Barbee, clerk, local freight office, Flint, Mich., dismissed from the service July 16, 1920.

*Decision.*—Basing this decision on the evidence before it, the Labor Board decides that request for reinstatement is denied, but it is ordered that back pay due under Decision No. 2 of the Labor Board shall be paid the employee involved for the period May 1, 1920, to July 16, 1920, in accordance with section 5 of Interpretation No. 19 of Decision No. 2.

## DECISION NO. 534.—DOCKET 814.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway Co.**

*Question.*—Claim of Mabel Watkins, telephone operator, Portsmouth, Ohio, for the right to exercise her seniority to position on the clerical seniority roster at that point.

*Statement.*—Mrs. Watkins was employed as a private branch exchange telephone operator in the division superintendent's office, Portsmouth, Ohio, September 25, 1918. In addition to her duties as telephone operator, she devoted a portion of her time to addressing envelopes, copying telegrams to be transmitted over the wire, and telephoning messages to points in the city. A dispute arose regarding the proper classification of her position, and Railway Board of Adjustment No. 3 of the United States Railroad Administration decided on September 22, 1920, that she was entitled to classification as clerk from September 1, 1918, to November 6, 1919. On and after that date she was relieved of all clerical work and devoted her entire time to the operation of the switchboard.

On February 26, 1921, the position of private branch exchange telephone operator was abolished. Mrs. Watkins, who held the position from September, 1918, until the date it was abolished, sought to displace an employee holding position of relief and pension clerk. She was denied the right to exercise her seniority to this position on the ground that she had been employed as private branch exchange telephone operator from September 25, 1918, to February 26, 1921, and had no seniority rights on the clerks' roster.

The employees claim that the decision of Railway Board of Adjustment No. 3 established her classification as a clerk from September 1, 1918, and that her seniority as clerk should accrue from that date.

The carrier states—and it is not denied by the employees—that the position held by Mrs. Watkins was not included on the clerks' seniority roster which has been duly posted and revised in accord-

ance with the provisions of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees since the effective date thereof, and no protest was made by the employees in regard to the name of Mrs. Watkins not being shown thereon.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 535.—DOCKET 843.

*Chicago, Ill., December 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).

*Question.*—Is A. E. Skillicorn, yard checker, Watsonville Junction, Calif., entitled to an increase of  $6\frac{1}{2}$  cents an hour under section 3, Article III, of Decision No. 2, or an increase of 13 cents an hour under section 2, Article II, of said decision?

*Statement.*—Mr. Skillicorn entered the service of the carrier August 23, 1920, as yard checker at Watsonville Junction, Calif., and was paid the rate for employees of less than one year's experience.

The employees contend that the employee named had been previously employed in clerical work of a similar nature to that required on the position he held in railroad service for more than one year, and was therefore entitled to rate paid clerks of more than one year's experience.

The carrier contends that at the time of his employment, Mr. Skillicorn did not have one or more years' experience in railroad clerical work or clerical work of a similar nature in other industries, and is, therefore, not entitled to the rate for employees of one or more years' experience.

*Decision.*—The evidence before the Labor Board shows that A. E. Skillicorn did have more than one year's experience in clerical work of a similar nature in an outside industry, and was, therefore, entitled to the rate of a clerk with more than one year's experience when he entered the service of the carrier.

Position of the employees is sustained.

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DECISION NO. 536.—DOCKET 889.

*Chicago, Ill., December 5, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.

*Question.*—Dispute with reference to refusal of carrier to furnish E. Reilly, general chairman of the clerks' general committee, with transportation.

*Statement.*—This transportation was refused on the ground that the general chairman was not an employee and it therefore would not be legal to issue transportation to him. It appears that the general chairman was granted leave of absence in May, 1919, in accord-

ance with the rules of the agreement, to act as representative of the employees. In October, 1920, he approached the officer under whom he was employed in regard to returning to his position. The arrangements for the return to his position were not completed and he continued to act as representative of the employees. At the hearing conducted by the Labor Board in this case it was admitted by the carrier that the general chairman was granted a leave of absence in May, 1919, and that this leave of absence had never been canceled or revoked.

*Decision.*—The Labor Board decides that E. Reilly is still an employee on leave of absence and as such is entitled to the same consideration with regard to the issuance of free transportation as is accorded the representatives of other employees of the carrier.

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DECISION NO. 537.—DOCKET 894.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.**

*Question.*—Request that clerical employees in certain offices who were not granted annual vacation with pay in the year 1921 be compensated therefor.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, the rules of which govern the working conditions of the class of employees involved in this decision, does not contain any specific rule covering vacations, but under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following instructions:

Many questions have arisen as to payment for time lost account of vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to sick leave and vacations would remain in effect. Please have this understood by Federal managers.

Prior to the effective date of the clerks' national agreement there was no specific rule in effect on the railway in question governing vacations, but it was the practice of the carrier to grant annual vacations to certain employees when in the judgment of the head of the department it was warranted, and where it could be granted without additional expense. In the month of February, 1921, instructions were issued requiring the personal approval of the president in connection with granting annual vacations with pay. In the year 1921 a great many employees in the office where annual vacations with pay had previously been allowed were denied the privilege.

The employees contend that under the past practice the employees in offices where vacations had previously been allowed are entitled to annual vacations with pay and that this practice should not have been rescinded by the carrier unless agreed to by the employees or so decided by the Labor Board.

*Decision.*—Decision No. 2 of the Labor Board continues in effect the rules established by or under the authority of the United States Railroad Administration until such rules are changed by mutual agreement between the representatives of the employees and the carrier or by decision of the Board. The representatives of the employees and the carrier having been unable to agree on a rule covering the vacation privilege, the question is now before the Labor Board for decision.

Pending a decision by this Board, the instructions of the Director, Division of Operation, United States Railroad Administration, herein quoted, shall remain in effect. However, since the period during which vacations are ordinarily granted has passed for the year 1921, it is not practicable to require the carrier to allow vacations for this year, and, for reasons set forth, it is not possible to grant the employees any relief in this dispute.

The evidence shows that it was not the practice of the carrier to compensate employees for annual vacations which were not granted, and the claim of employees who were not granted annual vacation with pay in the year 1921 for compensation in lieu thereof is therefore denied.

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DECISION NO. 538.—DOCKET 912.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Dispute with reference to bulletined position not awarded to senior applicant.

*Statement.*—On November 9, 1920, position of train and engine crew caller at Lewiston, Mont., was bulletined. W. H. Allen was the senior applicant for same, but he was not awarded the position. Mr. Allen entered the service of the carrier as clerk March 19, 1920, and prior to the date he applied for the position of train and engine crew caller had worked in the office of the car foreman, roundhouse foreman, division storekeeper, and local freight agent. At the time the position of train and engine crew caller was bulletined he was out of the service, having been laid off on account of reduction in force.

Employees contend that Mr. Allen had the seniority and sufficient fitness and ability to qualify for the position and should have been assigned to same in accordance with the provisions of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that Mr. Allen's previous service was not satisfactory, and contends that he did not have the requisite fitness and ability to have qualified for the position.

Prior to the date Mr. Allen applied for the position of train and engine crew caller he had been employed approximately five months in the various offices enumerated above. The average number of crews called per day at Lewiston is five. Call boys are not required to run the board, but receive instructions from the dispatcher and roundhouse foreman as to what men to call for each run. Rule 6

of the clerks' national agreement provides that promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail. At the hearing on this case it developed that the carrier permitted employees who were laid off on account of reduction in force to bid on bulletined position.

*Decision.*—It is the decision of the Labor Board, based on the evidence before it, that W. H. Allen has sufficient fitness and ability and if he desires to return to the service of the carrier he shall be allowed the opportunity to qualify for the position for which he has applied, in accordance with rule 10 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, but he shall not be paid for the time he has been out of the carrier's service.

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DECISION NO. 539.—DOCKET 815.

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago & North Western Railway Co.

*Chicago, Ill., December 6, 1921.*

*Question.*—Shall Geo. Harmeson, blacksmith, who, together with another employee, was dismissed from the service at Chicago shops on November 10, 1920, for fighting on duty, be reinstated and paid for time lost?

*Decision.*—Based upon both written and oral evidence presented in connection with this case, it is the position of the Labor Board that the management was not justified in dismissing Geo. Harmeson from the service and that he should be reinstated to his former position with seniority rights unimpaired, but without pay for time lost.

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DECISION NO. 540.—DOCKET 832.

*Chicago, Ill., December 6, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. A. T. & S. F. Railway Co.

*Question.*—Shall Green Wheeler, machinist, who was dismissed from the service of the above-named carrier at Amarillo, Tex., be reinstated and paid for all time lost?

*Decision.*—The Labor Board decides that Machinist Green Wheeler shall be reinstated with seniority rights unimpaired, but without pay for time lost.

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DECISION NO. 541.—DOCKET 597.

*Chicago, Ill., December 6, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Norfolk & Western Railroad.

*Question.*—Application of Addendum No. 2 to Decision No. 119 to pump repairers compensated on a monthly basis.

*Statement.*—Prior to the issuance of Decision No. 222 there was submitted to this board for decision a dispute between the above-

named parties regarding the proper application of Addendum No. 2 to Decision No. 119 to the position of pump repairers. Oral hearing was conducted, at which it developed that Decision No. 222, above referred to, had disposed of this dispute, except for the period July 1 to August 15, 1921, inclusive.

The evidence submitted indicates that prior to Federal control pump repairers in the maintenance of way department were paid monthly rates of \$110, \$111, and \$117, which rates covered all service rendered. These positions were covered by agreement between the Federated Shop Crafts and the railroads of the southeastern territory prior to the period of Federal control, but received no payment for the overtime. In accordance with rulings of the United States Railroad Administration, these employees were included in the national agreement covering shop crafts, and in accordance with rule 15 thereof their monthly rate was predicated upon 3,156 hours per year, or a rate immediately prior to July 1, 1921, of \$223.55. After the issuance of Decision No. 147 the employees in question were notified that their pay would be reduced to \$202.51 (a reduction of \$21.04 per month, or 3,156 hours multiplied by 8 cents and divided by 12).

After the issuance of Addendum No. 2 to Decision No. 119, the employees were notified that their pay would be reduced to \$187.35 per month, which rate was predicated upon 2,920 hours per year (8 hours multiplied by 365 days).

*Employees' position.*—The employees' position is summarized as follows:

It is the contention of the employees that pump repairers prior to the period of Federal control were considered as machinists under the provisions of agreement between the Federated Shop Crafts and the carriers of the Southeast and so classified under rulings of the Railroad Administration, and that it was not the intent of Addendum No. 2 to Decision No. 119 to separate any small group of any organization and to treat them as a separate class. It is therefore contended that the rate of the employees in question for the period July 1 to August 15, 1921, should have been \$202.51.

*Carrier's position.*—The position of the carrier is summarized as follows.

The management contends that the men in question were paid no overtime prior to Federal control and that they have therefore, properly applied Addendum No. 2 to Decision No. 119.

*Decision.*—The Labor Board decides that Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers the question in dispute, and therefore refers the interested parties to said interpretation.

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#### DECISION NO. 542.—DOCKET 598.

*Chicago, Ill., December 6, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Norfolk & Western Railroad.

*Question.*—Application of Addendum No. 2 to Decision No. 119 to conveyor-car operators, elevator operators, car-dumper operators, and steam power house operators, performing work in connection with the operation of coal pier.

*Statement.*—Prior to the issuance of Decision No. 222 this Board received from the parties named above an application for decision in connection with dispute as to overtime payment for conveyor-car operators, elevator operators, car-dumper operators, and steam power house operators employed in connection with the operation of coal pier at Lambert Point, Va.

The submission indicates that the employees in question were compensated on a monthly basis prior to the period of Federal control and received no additional payment for overtime service or for Sundays and holidays. It further appears these employees were, in accordance with the rulings of the Railroad Administration and with the national agreement covering the shop crafts, given the same overtime conditions as shop employees, which method of payment continued in effect until the issuance of Addendum No. 2 to Decision No. 119 when the railroad management started practice of paying these employees pro rata rate for all overtime in excess of the established hours of service, including work performed on Sundays and holidays.

*Employees' position.*—The position of the employees is summarized as follows:

It is the contention of the employees that the crafts of which the employees in question are considered a part received time and one-half for all overtime in excess of the established hours of service and for all work performed on Sundays and holidays prior to the period of Federal control, and that it was not the intention of this Board in issuing Addendum No. 2 to Decision No. 119 to make a separation or classification of the small number of men in any craft or crafts, as the men in question are a part of the machinists and electrical workers and therefore feel that they are entitled to overtime rates for overtime work.

*Carrier's position.*—The position of the management is summarized as follows:

The carrier takes the position that as the above-mentioned employees received no extra compensation for overtime service prior to the promulgation of any general order of the United States Railroad Administration they should, in accordance with Addendum No. 2 to Decision No. 119, be paid at the pro rata rate for all overtime in excess of the established hours of service, including work performed on Sundays and holidays.

*Decision.*—The Board decides that Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers the question in dispute, and therefore refers the interested parties to said interpretation.

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#### DECISION NO. 543.—DOCKET 599.

*Chicago, Ill., December 6, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Hocking Valley Railway Co.

*Question.*—Prior to the issuance of Decision No. 222 an application was duly filed with the Labor Board for decision on dispute between the above-named parties as to the intent of item No. 1 of Addendum No. 2 to Decision No. 119, which item reads as follows:

All overtime in excess of the established hours of service shall be paid for at the pro rata rate; provided, that this will not affect classes of employees of any carrier which have reached an agreement as to overtime rates, nor classes of employees of any carrier who by agreement or practice were receiving a rate higher than pro rata prior to the promulgation of any general order of the United States Railroad Administration relating to wages and working conditions. Inasmuch as this Board has not as yet given consideration to any dispute on overtime rates, this order should not be construed to indicate the final action and decision of the Labor Board on disputes as to overtime rates which have been or may be referred to the Board.

*Statement.*—It appears from the submission that prior to Federal control time and one-half was paid after nine hours to employees in certain classes of work in several crafts, while employees in other classes of work in the same crafts received no overtime; for example, carmen in shops on repairs and construction received time and one-half after nine hours, while carmen working as inspectors in train yards on interchange tracks and outlying points received no overtime.

Decision No. 222 of the Labor Board disposed of overtime rules which were in dispute between the parties to this controversy; the question remaining for this Board to decide being the payment for overtime during the period July 1 to August 15, 1921.

It is the employees' contention that the wording "nor classes of employees" as contained in item 1 of Addendum No. 2 has reference to crafts of the several classes or organizations and that the language was not intended to permit the management to separate employees of any organization or crafts into classes for the purpose of allowing or not allowing overtime rates.

It was the carrier's contention that they are privileged to pay car inspectors pro rata rate for overtime pending the decision of this Board as contemplated in Addendum No. 2 above referred to.

*Decision.*—The Labor Board decides that Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers the question in dispute, and therefore refers interested parties to said interpretation.

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#### DECISION NO. 544.—DOCKET 600.

*Chicago, Ill., December 6, 1921.*

**Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v.  
Boston & Maine Railroad.**

*Question.*—Prior to the issuance of Decision No. 222 an application was duly filed with the Labor Board for decision on dispute between the above-named parties. The dispute involved the following questions:

(1) Until the Labor Board makes further decision as to overtime rate and rate for Sunday and holiday work, should rate of time and one-half be paid after bulletined hours—now eight—or after the same number of hours after which time and one-half was paid prior to issuance of General Order No. 27 by the United States Railroad Administration?

(2) Should the overtime, Sunday, and holiday conditions, until further decision by the Labor Board, be the same for all employees covered by the present federated crafts' agreement, regardless of the difference existing in such conditions prior to General Order No. 27 of the United States Railroad Administration?

*Statement.*—Addendum No. 2 to Decision No. 119 reads, in part, as follows:

All overtime in excess of the established hours of service shall be paid for at the pro rata rate; provided, that this will not affect classes of employees of any carrier which have reached an agreement as to overtime rates, nor classes of employees of any carrier who by agreement or practice were receiving a rate higher than pro rata prior to the promulgation of any general order of the United States Railroad Administration relating to wages and working conditions. Inasmuch as this board has not as yet given consideration to any dispute on overtime rates, this order should not be construed to indicate the final action and decision of the Labor Board on disputes as to overtime rates which have been or may be referred to the board.

*Decision.*—The Labor Board decides that Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers the question in dispute, and therefore refers the interested parties to said interpretation.

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DECISION NO. 545.—DOCKET 1215.

*Chicago, Ill., December 6, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago, Rock Island & Pacific Railway Co.

*Question.*—(1) Do the overtime provisions contained in the carrier's agreement prior to the general orders of the United States Railroad Administration relating to wages and working conditions go into effect July 1, 1921, and remain in effect until final action and decision of the Labor Board as to overtime rates and provisions, or do the overtime provisions of the national agreement remain in effect on July 1, 1921, and continue until final action and decision of the Labor Board on the overtime rates and provisions?

(2) What constitutes classes of employees as referred to in section 1, Addendum No. 2 of Decision No. 119, with respect to overtime provisions?

*Decision.*—The Labor Board decides that Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers the question in dispute, and therefore refers the interested parties to said interpretation.

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DECISION NO. 546.—DOCKET 932.

*Chicago, Ill., December 6, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.

*Question.*—Shall section foremen who are paid a monthly rate on a 313-day basis be allowed extra compensation for work performed on holidays?

*Statement.*—The evidence submitted indicates that prior to the period of Federal control and operation the supervisory forces on

these lines, including section foremen in the maintenance of way department, were paid on the calendar month basis and the salary paid them compensated for all service rendered, including service on Sundays and holidays; and that the pay of these employees was increased under Supplement No. 8 to General Order No. 27, but said supplement made no change in the number of days constituting a month's work.

Further, that shortly before the close of the period of Federal control and operation the Director General of Railroads entered into an agreement with the organization representing maintenance of way employees; that said agreement was made to cover the period of Federal control and operation and it became effective December 16, 1919; that when the agreement in question became available for distribution, instructions were issued to division superintendents and others concerned for their guidance in making proper application of the agreement rules; and, that under date of February 3, 1920, a circular letter of instructions covering the entire agreement was issued to all concerned, which circular read in part as follows:

All section foremen and bridge and building foremen are placed on 313-day basis, allowing them extra compensation for Sunday work, except, of course, the work referred to in paragraph (h), page 11.

*Employees' position.*—The committee claims that under section (e) of article 5, maintenance of way agreement, the number of working days constituting a calendar year are 306 days for the foreman, and that under section (a 5) of article 5 when foremen are required to work on Sundays or any of the seven specified holidays they should be paid at the pro rata hourly rate in addition to their monthly rate, and that if a more favorable practice has been in effect it should be retained. In this connection the Labor Board is referred to decisions from Railway Board of Adjustment No. 3 in Dockets M-856 and M-1017 dealing with similar cases; also letter from Superintendent Costello to the men in question and on file with Board.

*Carrier's position.*—The carrier claims that prior to the effective date of Railroad Administration agreement covering maintenance of way employees the practice on the Southern Pacific Lines was to pay section foremen a monthly salary, and this monthly salary was originally established as compensation for all service rendered. This practice was quite generally in effect on other railroads, and when the national agreement became effective December 16, 1919, some lines took the position that it did not change existing practice with respect to supervisory foremen paid on a monthly salary basis, but the understanding of the agreement by the carrier in question was that these foremen should be placed on 313-day basis without any reduction in the salaries previously received. The 313-day basis was therefore placed in effect for section foremen and they were allowed extra pay for Sunday work, other than such work as making out reports, posting time books, attending staff meetings, and similar duties not directly connected with the actual work of their gangs. This 313-day basis was in effect at 12.01 a. m., March 1, 1920, and has been continued.

*Decision.*—Claim of the employees is denied.

## DECISION NO. 547.—DOCKET 960.

Chicago, Ill., December 6, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop  
Laborers v. Illinois Central Railroad Co.

*Question.*—The question in dispute is in regard to the payment of overtime to section foremen, extra gang foremen, bridge foremen, building foremen, masonry foremen, and other monthly-rated foremen in the maintenance of way department for services performed on the seven designated holidays.

*Statement.*—The men in question are paid a monthly rate based on 313 eight-hour working days per year, additional payment being allowed for work performed on Sundays, but not for work performed on the seven holidays designated in the agreement promulgated by the United States Railroad Administration.

*Employees' position.*—The employees claim that the employees in question should receive a day's pay at pro rata rate for the first eight hours' service on the seven named holidays in addition to their monthly compensation as per sections (a 5) and (a 6) of Article V of the agreement. Exhibits referred to are: Docket M-856, decision of Railway Board of Adjustment No. 3, dated Washington, D. C., September 4, 1920, and Docket M-909, decision of Railway Board of Adjustment No. 3, dated Washington, D. C., October 5, 1920.

*Carrier's position.*—The carrier claims that section (e) of Article V of the director general's agreement provides that in computing hourly rates for monthly-rated employees the number of working days constituting the calendar year, disregarding holidays, will be used. Section (h) provides for establishing monthly rate by multiplying the hourly rate by 208, which is equivalent to 26 working days per month; also provides extra pay for section foremen when required to walk or patrol tracks on Sundays. No mention is made of extra pay when required to perform such service on holidays. Therefore it is contended the calculating of the overtime rate on a 313-day basis is correct and the claim for additional pay for service on holidays is unjustified. It is also contended that the position of the carrier is fully sustained by Decision No. 209 (Docket 272) of the United States Railroad Labor Board.

*Decision.*—Claim of the employees is denied.

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DECISION NO. 548.—DOCKET 992.

Chicago, Ill., December 6, 1921.

United Brotherhood of Maintenance of Way Employees and Railway Shop  
Laborers v. Illinois Central Railroad Co.

*Question.*—Shall pumpers and similar classes of employees paid under the provisions of section (a 12) of Article V of the agreement between the Director General of Railroads and employees represented by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers be paid overtime under the provisions

of sections (a 7) and (a 8), and for calls under the provisions of sections (a 9), (a 10), and (a 11) of said agreement?

*Decision.*—No. This not to include positions excepted in the last paragraph of section (a 12) of Article V.

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DECISION NO. 549.—DOCKET 1004.

*Chicago, Ill., December 6, 1921.*

**Knights of Labor v. Boston & Maine Railroad.**

*Question.*—The question in dispute is in regard to the promotion of senior laborer to position of helper.

*Statement.*—The evidence submitted indicates that in September, 1920, there was a vacancy in position of machinist helper at Dover, N. H., which was advertised; that William A. Chapman, fuel handler, who entered the service of the carrier in April, 1912, and Charles Pierce, watchman, who entered the service of the carrier in July, 1918, applied for the position; further, that no machinist helper applied, and Pierce was assigned, although Chapman was the oldest man in the service making application for the place.

*Employees' position.*—The position of the employees is quoted as follows:

William A. Chapman, laborer at Dover, N. H., for the past eight or nine years employed as wiper and fuel handler—one of the hardest laboring jobs on the railroad—and for the past two or three years had charge of electric hoist, oiling, cleaning, running, and making minor repairs on the same in addition to fuel handling.

Mr. Chapman bid on a job for machinist helper and was refused the position because he was 55 years old, and it was given to a man who had only been in the employ of the railroad for two or three years.

We contend that the question of age does not enter into this case, because Mr. Chapman at that time and at present performs one of the most laborious jobs, and if able to fill the position of fuel handler he certainly is capable of filling the position of machinist helper.

The company admits that it is customary to give these positions to the senior laborer, but claims that they are not obliged to do so, and on account of Mr. Chapman's age refuses to do so. The company at other points on the railroad has always given the position of machinist helper to the senior laborer without respect to age; many of them of the same age and older than Mr. Chapman.

We contend that Mr. Chapman is entitled to the position of machinist helper and entitled to the difference in pay from the date of giving the position to another man.

*Carrier's position.*—The position of the carrier is quoted as follows:

Machinist helpers' positions are governed by the rules of the shop crafts' agreement. No machinist helper at Dover or elsewhere bid for or in any way signified desire to have this position. There is no obligation under any agreement to give the senior laborer or other employee applying for a machinist helper's position such position, and while in many cases where no helper applies for a vacant position the senior man in the labor class applying is given the place, in this case it was felt on account of Mr. Chapman's age that he should not be given the place, having in mind that in appointing Mr. Pierce—who is about 20 years of age—he would fit in with the helper apprentice system which is being developed.

The Knights of Labor had an agreement covering this class of employees on terminal division at the time of this occurrence, but the maintenance of way

national agreement covered Dover and other points outside the terminal division.

*Decision.*—The Labor Board does not construe that the management was obligated under the provisions of the then existing agreement to promote the senior laborer to the position of helper.

Claim of the employees is therefore denied.

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DECISION NO. 550.—DOCKET 189.

*Chicago, Ill., December 6, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

*Question.*—Request for reinstatement of Fireman Fred C. Wolfe with pay for time lost. Dismissed May 24, 1920.

*Statement.*—The joint statement of facts in this case is quoted from the submission, as follows:

*Joint statement of facts.*—The following bulletin was posted October 13, 1919, and signed by W. M. Gleason, chief dispatcher:

*“ Conductors and Engineers, Ayer Junction, Spokane: ”*

“ When train and engine crews desire rest, moving via Ayer line into Spokane, this information must be wired this office from Marengo, stating how much time for rest desired, arranging with all concerned on train, who will have an understanding alike. We have been having considerable trouble in this respect, account crews waiting until arrival Spokane before stating their desires, after men have left roundhouse, and no way to get in communication with them. Engine crews will advise Mr. Ebbelwhite as well as this office.”

Fireman Fred C. Wolfe was holding assignment as fireman in pool-freight service, fourth division, home terminal at Tekoa, Wash. Pool-freight crews on the fourth division operate out of Tekoa to Ayer Junction, a terminal.

On May 21, 1920, Fireman Wolfe was called to report for duty at Ayer Junction at 5.50 p. m. for stock extra 1749; departed 7.15 p. m., arriving Spokane, an intermediate point, at 1.05 a. m. May 22. Before leaving Ayer Junction this crew was notified they would be required to double back to Ayer Junction from Spokane on this trip.

Fireman Wolfe was taken out of service on May 22, 1920, and was given an investigation by division officials on May 24, 1920, at which time he was discharged from the service, and the committee is requesting his reinstatement with pay for all time lost.

The evidence in this case shows that Fireman Wolfe notified the conductor before leaving Ayer Junction that he did not wish to double back from Spokane. This was in accordance with general practice on the railroad, which was to give notice for desire for rest through the conductor. The conductor did not notify the chief dispatcher until the train had reached Spokane.

The Labor Board feels that Fireman Wolfe endeavored to comply with terms of bulletin by notifying conductor that he did not wish to double back before leaving Ayer Junction, in order that such information might be wired to the dispatcher's office from Marengo. However, Mr. Wolfe should have endeavored to make the return trip from Spokane to Ayer Junction, if physically able to do so, rather than cause delay to the train. Later he might have taken up his grievance or protest in writing with proper officials had he so desired. The Board is of the opinion that the conductor should have wired the information conveyed to him by Fireman Wolfe at Ayer Junction, either from that point or from Marengo, thus enabling the

dispatcher to secure a fireman to relieve Mr. Wolfe without causing any delay to the train at Spokane.

The evidence further shows that the carrier offered to reinstate Mr. Wolfe about a month after his dismissal, but declined to pay for time lost. The committee representing the fireman proposed that he be permitted to return to work and then refer the question of pay to the Railroad Labor Board for adjudication.

The Board believes that poor judgment was exercised by the carrier in declining the proposition made in Wolfe's behalf, since the offer made by the carrier to reinstate him without pay indicates that it was not felt that his permanent dismissal was warranted.

Nearly a year later, or in May, 1921, the carrier reinstated Fireman Wolfe, thus in effect complying with the employees' request made in June, 1920. This leaves for the Board's consideration only the question of compensation for time lost.

Fireman Wolfe was out of service for about a year, during which time his normal earnings as a fireman would have been about \$2,000. However, it is understood that he was employed as a laborer by other concerns and his loss thereby reduced to extent of such earnings.

*Decision.*—In view of the foregoing, the Labor Board decides that fireman Fred C. Wolfe shall be paid the sum of \$600, which partially compensates for his actual loss due to his dismissal for an irregularity for which he was not wholly to blame.

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#### DECISION NO. 551.—DOCKET 431.

*Chicago, Ill., December 6, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Texas & Pacific Railway.**

*Question.*—Shall R. Phillips, formerly employed as section foreman at Paris, Tex., but who was dismissed from the service on July 2, 1920, account of failure to properly maintain his section, be reinstated and paid for time lost?

*Decision.*—Based upon the evidence submitted, both written and oral, it is the decision of the Labor Board that the action on the part of the carrier was justified and therefore denies the claim for reinstatement.

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#### DECISION NO. 552.—DOCKET 643.

*Chicago, Ill., December 6, 1921.*

**United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. San Antonio, Uvalde & Gulf Railroad.**

*Question.*—Shall G. F. Davis, formerly employed as section foreman at North Pleasanton, Tex., but who was dismissed from the service January 27, 1921, for alleged failure to carry out instructions and to properly maintain his section, be reinstated and paid for time lost?

*Statement.*—Written and oral evidence submitted indicates that Mr. Davis was employed as section foreman at North Pleasanton, Tex., for approximately seven years; that on January 27, 1921, he was discharged from the service on account of his alleged failure to comply with instructions contained in a telegram which the carrier claims he failed to obtain from the train dispatcher's office, the instructions contained therein being to cover up oil on the main line at a certain location on his territory. It is shown that after the completion of the day's work the employee called at the dispatcher's office (his claim being that it was his second trip to such office during the day), when he found the telegram together with a letter from the roadmaster advising that he was discharged for failure to carry out instructions.

In connection with his failure to secure the telegram, it is the employees' claim—and not denied by the carrier—that a box had been placed on the wall outside of the dispatcher's door from which he obtained his mail and telegrams daily, and that said telegram was not in the box when he called by the office in the morning. The carrier states in this connection that he should have inquired of the train dispatcher if any instructions were there for him, which it is claimed he failed to do.

It is shown that on the same date after his discharge the superintendent of maintenance of way in conversation told Mr. Davis that his failure to secure the telegram was a culmination of numerous failures to carry out instructions, which charges Mr. Davis denies. It is further shown that an investigation was held with Mr. Davis, the roadmaster, and the chief train dispatcher present, at which investigation several charges were brought against Mr. Davis—the one upon which the greatest emphasis was laid being his alleged failure to detect two broken angle bars on October 16, 1920. (Two and one-half months prior to his dismissal.)

No evidence was introduced to show that Mr. Davis's attention was called to his alleged failure to detect the broken angle bars. It is admitted by the carrier that the roadmaster had made no report of the broken angle bars until an investigation was made as to Mr. Davis's record, which investigation was occasioned by his alleged failure to secure the telegram above referred to.

At oral hearing the superintendent of motive power and maintenance of way admitted that the failure on the part of Mr. Davis to secure the telegram was not sufficient justification to warrant his dismissal, and that he would not have taken that action upon that fact alone. He further admits that the question with reference to the angle bars was brought up as a result of Davis's alleged refusal to secure the telegram and that had he not failed to get the telegram the matter relative to the broken angle bars would not have been brought to his attention at that time, and, further, that if the matter relative to the angle bars had not been brought to his attention he would not have dismissed Davis from the service.

*Decision.*—Based upon the evidence submitted, it is the decision of the Labor Board that the management was not justified in relieving Mr. Davis from the service in the manner as outlined, and

that he shall therefore be reinstated to his former position with seniority rights unimpaired, and paid for all time lost less any amount he may have earned in other employment since the date of his dismissal.

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DECISION NO. 553.—DOCKET 898.

*Chicago, Ill., December 6, 1921.*

**Order of Railroad Telegraphers v. Erie Railroad Co.; New York, Susquehanna & Western Railroad Co.; Wilkes-Barre & Eastern Railroad.**

*Question.*—Shall the Erie Railroad System be permitted to pay the employees in the station, tower, and telegraph service at pro rata rates for overtime work instead of time and one-half time as provided for in rule 3 of the telegraphers' agreement, effective October 15, 1919?

*Statement.*—Rule 3 of the latest telegraphers' agreement effective October 15, 1919, reads as follows:

Overtime shall be computed on the minute basis and will be paid for at the rate of time and one half time. Employees who are late or fail to report for duty without giving advance notice, except for reasons beyond their control, shall have deducted from their wages the amount of overtime paid to employees on the previous trick where two or more shifts are employed.

The telegraphers' agreement contained the usual provision of 30 days' notice when change was desired by either party thereto.

On July 13, 1921, the carrier notified the representative of the organization that effective July 1, 1921, the employees in question would be paid at pro rata rates for overtime in connection with the provisions of Addendum No. 2 to Decision No. 119 issued by the Labor Board.

*Decision.*—Under the circumstances cited and in view of Interpretation No. 4 to Decision No. 119, the Labor Board decides that the carrier shall not be permitted, effective as of July 1, 1921, to change the payment for overtime from a punitive to a pro rata basis.

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DECISION NO. 554.—DOCKET 385.

*Chicago, Ill., December 6, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Lines in Texas and Louisiana.**

*Question.*—Claim of E. Fowler, clerk in accounting department, Houston, Tex., for pay for time absent account of sickness April 27 to 30, 1920, inclusive.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees which governs the working conditions of employees in the class of service in which Mr. Fowler is engaged does not contain any specific rule on the question of pay for time lost account sickness or vacation; however, on January 30, 1920, the Director, Division of

Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—The Labor Board decides on the evidence before it that under the past practice the employee in question is not entitled to pay for time lost account of sickness.

Claim of employees is therefore denied.

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DECISION NO. 555.—DOCKET 755.

*Chicago, Ill., December 6, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.

*Question.*—Request for reinstatement of Myrtle A. Guillett, dismissed from the service September 18, 1921.

*Decision.*—Request for reinstatement is denied.

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DECISION NO. 556.—DOCKET 750.

*Chicago, Ill., December 6, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.

*Question.*—Request of W. C. Baldock, checker, Port Huron, Mich., for pay for time lost account of sickness.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees which governs the working conditions of employees in the class of service in which Mr. Baldock is engaged does not contain any specific rule on the question of pay for time lost account sickness or vacation; however, on January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal manager.

*Decision.*—The Labor Board decides on the evidence before it that under the past practice the employee in question is not entitled to pay for time lost account of sickness.

Claim of employees is therefore denied.

## DECISION NO. 557.—DOCKET 749.

*Chicago, Ill., December 6, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.

*Question.*—Request for reinstatement of Marjorie Amon, clerk, Toledo, Ohio.

*Decision.*—Request for reinstatement is denied.

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## DECISION NO. 558.—DOCKET 650.

*Chicago, Ill., December 6, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway Co.

*Question.*—Dispute with reference to bulletined position not awarded to employee holding seniority.

*Statement.*—On October 6, 1920, the position of chief yard clerk, Jonesboro, Ark., was bulletined in accordance with the provisions of the clerks' national agreement. G. S. Canada was the senior applicant for same, but the position was awarded C. J. Rosecrans.

The employees contend that Mr. Canada had sufficient merit and ability to justify a trial as provided for in rule 10 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

The carrier states that Mr. Canada entered the service as crew caller in October, 1915, resigned in March, 1916, reentered the service in July, 1917, as extra yard clerk; entered military service in September, 1917, and again reentered the service in July, 1919, as car clerk. The position of chief yard clerk requires a person thoroughly familiar with all classes of yard work, capable of taking full charge in the absence of the general yardmaster and acting in a supervisory capacity. It is claimed that Mr. Canada did not have these qualifications. Mr. Rosecrans entered service in September, 1907, and resigned in December, 1907. He reentered the service in June, 1918, having had a total of over 12 years' experience in the yard office at Jonesboro, Ark.

Rule 6 of the agreement between the Director General of Railroads and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, reads as follows:

Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excepted positions covered in exception (b), rule 1, Article I, of this agreement.

*NOTE.*—The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy," where two or more employees have adequate "fitness and ability."

The intent of this rule is to establish seniority as the first consideration in selecting the successful applicant for a bulletined position,

but there must be coupled with seniority sufficient fitness and ability to qualify on the position in the 30 days' trial provided for in rule 10.

*Decision.*—Basing this decision on the evidence before it, including the proceedings of the hearing, the Labor Board decides that the position of the carrier is sustained.

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DECISION NO. 559.—DOCKET 785.

*Chicago, Ill., December 6, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Denver & Rio Grande Railroad.

*Question.*—Dispute concerning rate of pay and basis of compensation for messengers employed in local freight office, Denver, Colo.

*Statement.*—As originally submitted to the Labor Board, this was a request that the rates of pay of the three messengers involved in this dispute be equalized and that they be compensated on a daily basis under rule 66 rather than on a monthly basis as provided for in rule 49 of the clerks' national agreement.

At the hearing conducted by the Labor Board the request for equalization was withdrawn. It further developed that the question of the duties of the position occupied by these messengers requiring or not requiring continuous application had not been the subject of investigation between representatives of the employees and the carrier. At the hearing the employees contended that the duties were not intermittent and the management contended that they were intermittent.

*Decision.*—As the carrier and employees have not made proper effort to determine the applicability to rule 49 in this case, the Labor Board decides that the parties to this dispute shall conduct an investigation of the work performed in an effort to determine whether or not the employees are properly subject to the provisions of rule 49, and in the event that an agreement can not be reached refer the matter to this Board for decision, giving full information as to the extent to which service requires continuous application.

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DECISION NO. 560.—DOCKET 645.

*Chicago, Ill., December 6, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Mobile & Ohio Railroad Co.

*Question.*—Request for reinstatement of W. A. Bledsoe, Meridian, Miss., dismissed from the service April 1, 1920.

*Decision.*—Request of the employees is denied.

## DECISION NO. 561.—DOCKET 841.

*Chicago, Ill., December 6, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of L. E. Stevenson, clerk in the office of the auditor of disbursements, for pay for time absent account of sickness in the month of March, 1921.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees which governs the working conditions of employees in the class of service in which Mr. Stevenson is engaged does not contain any specific rule on the question of pay for time lost account sickness or vacation; however, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors.

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—The Labor Board decides that under the past practice the employee named is not entitled to pay for time lost account of sickness.

Claim of the employees is therefore denied.

## DECISION NO. 562.—DOCKET 842.

*Chicago, Ill., December 6, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).**

*Question.*—Claim of Hazel Painter, clerk in the office of the auditor of miscellaneous accounts, for pay for time absent from duty account of sickness April 4 to 8, 1921, inclusive.

*Statement.*—The national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees which governs the working conditions of employees in the class of service in which Miss Painter is engaged does not contain any specific rule on the question of pay for time lost account sickness or vacation; however, under date of January 30, 1920, the Director, Division of Operation, United States Railroad Administration, issued the following telegraphic instructions to the regional directors:

Many questions have arisen as to payment for time lost account vacations and sick leave by employees covered by the national agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, dated January 13, 1920. The agreement is silent on this

point, but it was the understanding that existing practices as to vacations and sick leave would remain in effect. Please have this understood by Federal managers.

*Decision.*—The Labor Board decides that under the past practices the employee involved is not entitled to pay for time lost account of sickness.

Claim of the employees is therefore denied.

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DECISION NO. 563.—DOCKET 685.

*Chicago, Ill., December 6, 1921.*

**Order of Railroad Telegraphers v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Claim of agent at Libertyville, Ill., for pay under call rule account conductor of train—which departed from station named outside of the period of the agent's regular assignment—getting a clearance from dispatcher by telephone through the tower at Rondout, Ill.

*Decision.*—The matter complained of in this dispute having occurred before the passage of the Transportation Act, 1920, under which the Labor Board was created, and the Board being of the opinion that this act was not intended to have a retroactive or retrospective effect, the Board decides that it has no jurisdiction in this dispute and the case is therefore removed from the docket and the file closed.

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DECISION NO. 564.—DOCKET 691.

*Chicago, Ill., December 10, 1921.*

**American Train Dispatchers Association v. Denver & Rio Grande Railroad.**

*Question.*—Shall Train Dispatcher E. G. Brown be paid for time absent account of sickness May 14 to June 20, 1920, inclusive?

*Statement.*—The rule in effect governing pay for time lost on account of sickness is as follows:

Chief, assistant chief, regular trick, and regular relief dispatchers will be extended the same treatment as is the practice on each road to accord to other division officials for loss of time account of sickness.

The employees contend that it has been the practice of the carrier in question to pay division officers for time lost on account of sickness, and, therefore, in accordance with the rule above quoted the dispatchers in question should be extended the same treatment.

The carrier contends that it has not been the practice to pay division officials for time lost on account of sickness when necessary to employ someone in their place at additional expense. The carrier further contends that the working conditions of dispatchers are not the same as other division officials—in that the dispatchers are on an eight-hour basis while other division officials are paid on a monthly basis—and, therefore, they are not entitled to the same treatment.

Under this construction of the rule above quoted the rule would not mean anything and was not intended to mean anything. The

Board can not take such a view. On the contrary, it would appear that the Director, Division of Operation, United States Railroad Administration, considered train dispatchers as division officials and entitled to the same treatment as was accorded such officials.

*Decision.*—Adopting this view, and giving due consideration to the fact that the carrier states its inability to show a single case where pay for time absent account of sickness was denied division officials under like circumstances, the Labor Board decides that position of the employees is sustained.

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DECISION NO. 565.—DOCKET 756.

*Chicago, Ill., December 10, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Is the position held by Hurm Volkers, Holland, Mich., a clerical position as defined in rule 4, Article II, of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees?

*Statement.*—The employee in question is classified and paid as a trucker at the station named, and during a part of the day assists an employee, designated as checker, in delivering freight. During the balance of the day he is engaged in sorting and piling freight and in sweeping, trucking, and similar work.

The employees contend that Mr. Volkers is engaged for more than four hours a day in the performance of work of a clerical nature as defined in rule 4 of the clerks' national agreement, while the carrier contends he is not so engaged.

*Decision.*—The evidence before the Labor Board shows that Hurm Volkers does not devote more than four hours a day to clerical work, as defined in rule 4, Article II, of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Claim of the employees is therefore denied.

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DECISION NO. 566.—DOCKET 760.

*Chicago, Ill., December 10, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Application of rule 50 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees in the case of three hourly-rated employees who were released before completion of their 8-hour assignment on November 26, 1920, and in the case of two hourly-rated employees who reported for work at their regular starting time on December 10, 1920, not having been notified otherwise, and were sent home without working.

*Statement.*—On December 10, 1920, two men who had been regularly employed since September 13, 1920, and July 23, 1920, respectively, reported for work at their regular starting time, not having been otherwise notified, and were sent home without working; the employees did not receive any compensation for this day. On November 26, 1920, three men who had been regularly employed since September 20, 1920, September 13, 1920, and May 26, 1920, respectively, were released after completing six and one-half hours' service and were paid for six and one-half hours.

The employees contend that under rule 50 of the agreement the men who reported for work at their regular starting time, December 10, 1920, not having been otherwise notified, are entitled to three hours' pay therefor; and that the men who worked six and one-half hours on November 26, 1920, are entitled to not less than eight hours' pay therefor under the provisions of the same rule.

The carrier contends that the men who reported on December 10, 1920, are not entitled to any compensation, and that the men who were released at the expiration of six and one-half hours on December 10 and paid therefor were properly compensated, basing their contention on the ground that these are the class of employees referred to in the last sentence of rule 50. Rule 50 reads as follows:

Hourly-rated employees whose seniority entitles them to regular employment required to report at regular starting time and place for a day's work, and when conditions prevent work being performed, will be allowed a minimum of three (3) hours' pay at pro rata rates. If held on duty over three (3) hours, actual time so held will be paid for. If required to work any part of the time so held and through no fault of their own are released before a full day's work is performed, will be paid not less than eight (8) hours' pay, unless they lay off of their own accord. This guarantee will not be construed to apply to those who are employed to take care of the fluctuating work that can not be handled by regular forces.

*Decision.*—Position of the employees is sustained.

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#### DECISION NO. 567.—DOCKET 761.

*Chicago, Ill., December 10, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Did the experience of Bernice H. Shippey prior to entering the service of the Pere Marquette Railroad Co., coupled with her experience in the service of this carrier, entitle her to an increase in pay of 6½ cents per hour, effective October 2, 1920, under sections 2 and 3 of Decision No. 2 issued by the Labor Board?

*Statement.*—Miss Shippey entered the service of the carrier on March 2, 1920. Previous to that date she had been employed in the office of a manufacturing concern from October 2, 1919, to February 21, 1920. She was increased 6½ cents per hour under section 3 of Decision No. 2 of this Board.

The employees claim that her experience prior to entering the service of the carrier should be credited to her, and that she should have received an additional increase of 6½ cents under sections 2 and 3 of Decision No. 2 when her accumulated experience amounted to not less than one year.

The carrier contends that she was without previous experience in railroad work or in work similar to railroad work when she entered their service, and that she was paid in accordance with the terms of Decision No. 2.

*Decision.*—The Labor Board decides that the work performed by Bernice H. Shippey prior to entering the service of the Pere Marquette Railroad Co. was of a nature similar to railroad clerical work, and, therefore, she was entitled to an additional increase of 6½ cents under sections 2 and 3 of Decision No. 2 when her accumulated experience amounted to not less than one year.

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**DECISION NO. 568.—DOCKET 860.**

*Chicago, Ill., December 10, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Indiana Harbor Belt Railroad Co.**

*Question.*—Dispute with reference to change in practice of letting employees in certain offices off for part of the day on Saturday.

*Decision.*—The employees having requested the withdrawal of this dispute and the carrier having concurred therein, the case is removed from the docket and the file closed.

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**DECISION NO. 569.—DOCKET 937.**

*Chicago, Ill., December 10, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Lehigh Valley Railroad Co.**

*Question.*—Dispute with reference to proper seniority date of Walter Floating, clerk, Hazleton, Pa.

*Decision.*—At hearing conducted by the Labor Board the parties to this dispute agreed upon a settlement, and the case is therefore removed from the docket and the file closed.

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**DECISION NO. 570.—DOCKET 952.**

*Chicago, Ill., December 10, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System.**

*Question.*—Dispute with reference to proper rate of pay of Daniel Burns, clerk in office of superintendent car service, Philadelphia, Pa.

*Decision.*—The employees have advised the Labor Board that this dispute has been satisfactorily adjusted and have requested that it be withdrawn. The request for withdrawal is granted, and case is removed from the docket and file closed.

## DECISION NO. 571.—DOCKET 1214.

*Chicago, Ill., December 10, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System.

*Question.*—Dispute regarding seniority of Bessie Shive, clerk, Philadelphia, Pa.

*Decision.*—The Labor Board having been advised by the parties to this dispute that a satisfactory settlement has been reached, the case is removed from the docket and the file closed.

## DECISION NO. 572.—DOCKET 677.

*Chicago, Ill., December 12, 1921.*

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad Co.

*Question.*—Claim of J. E. Nunez, employee in the purchasing department, Gulfport, Miss., for reimbursement for time lost incident to reduction in days of regular weekly assignment.

*Statement.*—In the month of January, 1921, business decreased sufficiently to warrant a reduction in force, and the employees in the purchasing agent's office—five in number—were required to work  $4\frac{1}{2}$  days a week, or 20 days per month, which resulted in a reduction of their earnings.

The employees contend that this action on the part of the carrier was in conflict with rule 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and was protested by the employees at the time the change was made.

The carrier contends that the action was taken to avoid reducing the force and depriving employees of employment, and that before the arrangement was made effective a petition was circulated among the employees and all but one expressed a willingness to have the hours changed. The carrier further contends that no formal protest in regard to the arrangement was made until April, 1921, although the change was made in January of that year.

That part of rule 66 of the clerks' national agreement which the employees contend has been violated reads as follows:

Nothing herein shall be construed to permit the reduction of days for the employees covered by this rule (66) below six (6) per week excepting that this number may be reduced in a week in which holidays occur by the number of such holidays.

*Decision.*—The Labor Board decides that the reduction of the days worked by the employees involved in this dispute below six per week was in violation of that part of rule 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and that J. E. Nunez shall be reimbursed for the difference between the compensation he has received since January 15, 1921, and the compensation he would have received if he had been permitted to work the full number of hours constituting his regular assignment.

## DECISION NO. 573.—DOCKET 711.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway Co.**

*Question.*—Request for reinstatement of Hazel Gregory, clerk in the general yardmaster's office, Janesville, Wis.

*Statement.*—On August 4, 1920, at conference between the superintendent of the carrier and the representative of the employees it was agreed that Miss Gregory would be reinstated to the service without prejudice to her seniority with the understanding that she would not be restored to the position she formerly held in the general yardmaster's office.

*Decision.*—Basing this decision on the evidence before it, the Labor Board decides that request for reinstatement to position in the general yardmaster's office with pay for time held out of service is denied. However, if the employee desires to return to the service she shall be permitted to exercise her seniority rights to any position to which her seniority, fitness, and ability justifies a trial, in accordance with the rules in the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. If she returns to the service, she shall retain her seniority rights unimpaired from the date she entered the service of the carrier.

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## DECISION NO. 574.—DOCKET 757.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Claim of daily-rated employees at freight station, Lansing, Mich., for pay for armistice day, November 11, 1920, on which day they were notified not to work.

*Statement.*—Armistice day, November 11, 1920, was declared a legal holiday at Lansing, Mich., and the freight station closed. Claim is made by daily-rated employees for one day's pay which was deducted from their wages on account of not working on that day.

Rule 66 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees reads, in part, as follows:

Nothing herein shall be construed to permit the reduction of days for employees covered by this rule (66) below six (6) per week excepting that this number may be reduced in a week in which holidays occur by the number of such holidays.

Rule 64 of the clerks' national agreement designated the following holidays, which, in addition to Sundays, are to be treated as holidays and paid for as such:

New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

*Decision.*—The language of rule 66, above quoted, is understood by the Board to refer to the holidays designated in rule 64, unless other

holidays are mutually agreed upon. In lieu of any such agreement the Labor Board decides that under the rule above quoted the daily-rated employees involved in this dispute are entitled to pay for armistice day, November 11, 1920.

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DECISION NO. 575.—DOCKET 808.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Colorado & Southern Railway Co.**

*Question.*—Dispute with reference to proper rate of pay of J. O. Covert, head clerk, overcharge claim department.

*Statement.*—During the period of Federal control a dispute arose relative to the proper classification and rate of pay of the employee above named, and on July 12, 1920, the Director General of Railroads issued a decision to the effect that the position held by Mr. Covert was a newly created one and that the rate should be established on a basis of similar position in the service. The employees and the carrier have not been able to agree upon the application of the decision of the director general.

*Decision.*—It appears that this dispute covers a controversy which arose during the period of Federal control and has already been the subject of a decision by the Director General of Railroads. The Labor Board is therefore of the opinion that it has no jurisdiction in the dispute, and the case is removed from the docket and the file closed.

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DECISION NO. 576.—DOCKET 810.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co.**

*Question.*—Request for reinstatement of Ruth Smith to any position in the carrier's service to which her seniority rights entitle her with seniority rights unimpaired, and pay for the period it is claimed she was held out of service pending investigation.

*Statement.*—As a result of the addition of other duties to the position of file clerk in the superintendent's office at Springfield, Mo., held by Miss Smith, she was displaced on November 12, 1920, and sought to exercise her seniority to displace a junior employee in the service. This request was refused because she would not agree to remain in the position held by the employee she sought to displace for a period sufficient in the judgment of the management to justify awarding her the position. The case was taken up by the employees' committee and investigation requested under rule 32 of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the ground that she was dismissed from the position of file clerk.

An investigation was held on December 10, 1920, at which it was developed, to the satisfaction of the employees' representative, that Miss Smith was not qualified to hold the file clerk's position in the superintendent's office with the added duties. Subsequent to the investigation the carrier agreed to permit her to retain her seniority and apply for any bulletined position. It appears that this disposition of the case was accepted by her representative.

The employees now request that Miss Smith be paid for the time she was held out of service prior to the date of the investigation and that she be placed in any position to which her seniority rights entitle her with seniority unimpaired.

*Decision.*—The Labor Board decides that the request for pay for the time lost by Ruth Smith, prior to the investigation on December 10, 1920, is denied. However, if she desires to return to the carrier's service she shall be permitted to retain her seniority unimpaired, and shall be assigned to the first bulletined position to which her seniority rights entitle her, in accordance with the provisions of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

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DECISION NO. 577.—DOCKET 862.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway Co.**

*Question.*—Claim of Alma De Long for position of bill clerk, Lansing, Mich., and reimbursement for time lost since date she was relieved from service on account of reduction in force.

*Statement.*—Miss De Long entered the service of the carrier, as clerk in the local freight office, Lansing, Mich., June 7, 1920. On November 27, 1920, she was laid off on account of reduction in force, and several employees holding less seniority retained in the service.

The carrier contends that Miss De Long did not have the requisite fitness and ability to fill any of the positions in the office in which employees junior to her in the service were retained. The employees state that prior to her appointment to position which she held at the time the force was reduced Miss De Long held position of bill clerk, and contend that she should have been permitted to return to same when the force was reduced in November, 1920.

*Decision.*—The evidence before the Labor Board shows that Alma De Long had sufficient fitness and ability to fill position of bill clerk, and she should have been assigned to same when she was relieved from service on account of reduction in force, November 27, 1920. The Board, therefore, decides that she shall be reinstated to said position with seniority rights unimpaired, and paid for all time lost less any amount she may have earned at other employment since the date she was laid off.

## DECISION NO. 578.—DOCKET 939.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York, New Haven & Hartford Railroad Co.**

*Question.*—Dispute with reference to right of Joseph H. Dougherty, clerk, East Providence engine house, to exercise his seniority at Providence engine house when his position at the former point was abolished on January 27, 1921.

*Statement.*—On January 27, 1921, position of clerk in the engine house at East Providence, R. I., was abolished, and Mr. Dougherty, the employee holding same, sought to exercise his seniority to position in the engine house at Providence, R. I. This request was declined by the carrier on the ground that the engine house at Providence was not in the same seniority district as the engine house at East Providence.

The employees state that after the issuance of Supplement No. 7 they sought a conference with the carrier to arrange for the incorporation of its provisions into their agreement, as provided for in Article XV thereof. After the issuance of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees they sought a conference for the purpose of reaching an understanding of its application. Neither conference was held.

Rule 7 of the clerk's national agreement reads as follows:

Seniority districts of defined limits shall be established by mutual agreement between the management and duly accredited representatives of the employees, and, pending the establishment of such districts, the districts as now established by agreement or those established by Supplement No. 7 to General Order No. 27 and interpretations thereto shall remain in effect.

The employees contend that in the absence of an agreement the seniority districts established by Supplement No. 7 to General Order No. 27 remain in effect, and that under the provisions of the supplement named Mr. Dougherty had the right to exercise his seniority rights to any position in the mechanical department on the Providence Division. The employees request that he be permitted to exercise this right and be reimbursed for the time lost account of the refusal of the carrier to permit him to do so.

The carrier states that prior to the period of Federal control there was an agreement in effect between the carrier and clerks employed in freight offices, yards, ticket offices, and on docks and piers. Under this agreement seniority rights of the employees subject thereto were confined to the point employed. Following the issuance of Supplement No. 7 to General Order No. 27 of the United States Railroad Administration no change was made in the former practice as applied to clerks covered by the previous agreement, and the carrier claims that the principle of "point seniority" established by that agreement should apply to other employees.

In lieu of the establishment of seniority districts as provided for in rule 7 of the clerks' national agreement the seniority districts established by Supplement No. 7 to General Order No. 27 remained in effect. This supplement provides that each classified department of

each superintendent's or master mechanic's division shall constitute a seniority district. The agreement in effect prior to the issuance of this supplement—which the carrier contends established “point seniority”—covered only employees in freight houses, yards, ticket offices, and on docks and piers, and did not extend to employees in engine houses.

There is no evidence that the principle of “point seniority” was extended by agreement to employees outside of the scope of the agreement in effect when Supplement No. 7 to General Order No. 27 was issued. It is not denied that the engine houses at East Providence and Providence, R. I., were within the same department of the same superintendent's or master mechanic's division.

*Decision.*—The Labor Board decides that J. H. Dougherty shall be permitted to exercise his seniority to any position within the scope of the national agreement of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees in the mechanical department on the Providence Division in accordance with the rules of said agreement, and shall be reimbursed for the time lost on account of being refused the right to do so when his position was abolished, on January 27, 1921, less any amount he may have earned at other employment since the date he was laid off.

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DECISION NO. 579.—DOCKET 424.

*Chicago, Ill., December 13, 1921.*

United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Central Railroad Co. of New Jersey.

*Question.*—Shall Peter J. Reilly, formerly employed as section foreman at Aldene, N. J., dismissed from the service on April 2, 1920, be reinstated and paid for time lost?

*Decision.*—Based upon the evidence that has been submitted, it is the decision of the Labor Board that the discipline administered to Peter J. Reilly was too severe, and that he shall, therefore, be reinstated to his former position with seniority rights unimpaired, but not paid for time lost.

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DECISION NO. 580.—DOCKET 778.

*Chicago, Ill., December 13, 1921.*

Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).

*Question.*—Shall an employee engaged exclusively in the operation of an electric crane of less than 40-ton capacity in freight station at San Francisco, Calif., be classified and rated in accordance with rule 141 of the national agreement governing the Federated Shop Crafts?

*Decision.*—Yes, to the effective date of reclassification established by Addendum No. 6 to Decision No. 222.

## DECISION NO. 581.—DOCKET 851.

*Chicago, Ill., December 13, 1921.*

**Railway Employees' Department, A. F. of 'L. (Federated Shop Crafts), v.  
Indiana Harbor Belt Railroad Co.**

*Question.*—Shall H. E. Kavanaugh, formerly employed as car inspector at Gibson, Ind., dismissed from the service on March 18, 1921, be reinstated and paid for time lost?

*Decision.*—Based upon written and oral evidence submitted in this case it is the decision of the Labor Board that the action taken by the management was justified.

The claim for reinstatement is therefore denied.

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## PART 2

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ADDENDA :: 1921

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## LIST OF ADDENDA AUTHORIZED.

Addendum No.	ADDENDA TO DECISION NO. 119.	Page.
1. Dated May 11, 1921, effective May 11, 1921-----		535
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4. Dated October 13, 1921, effective October 16, 1921-----		570
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9. Dated December 23, 1921, effective January 1, 1922-----		597
	ADDENDA TO DECISION NO. 501.	
1. Dated December 23, 1921, effective January 1, 1922-----		598



## ADDENDA TO DECISIONS.

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### ADDENDUM NO. 1 TO DECISION NO. 119.—MISC. CASE 101.1.

*Chicago, Ill., May 11, 1921.*

Decision No. 119 (Dockets 1, 2, and 3).—International Association of Machinists et al *v.* The Atchison, Topeka & Santa Fe Railway et al.

**Entry.**—Relating to the Inclusion of the Organizations of Employees Specified Herein.

It appears from the records of the Labor Board that the following organizations were permitted by resolution, adopted January 28, 1921, to intervene and become parties to the hearing of the above-styled dispute and decision:

Railroad Yardmasters of America.  
American Federation of Railroad Workers.  
Order of Railroad Telegraphers, Dispatchers, Agents and Signalmen.

Brotherhood of Railroad Station Employees.  
Order of Railroad Station Agents.  
International Union of Steam and Operating Engineers.  
Association of Colored Railway Trainmen.  
Railway Men's International Benevolent Industrial Association.  
National Association of Railway Mechanics, Helpers, Laborers, and Freight Handlers.

National Federation of Railway Trainmen.  
National Order of Locomotive Firemen.

It appears further that Decision No. 119, handed down April 14, 1921, failed to show that said organizations were parties thereto.

It is therefore ordered that each and all of said organizations were parties to said dispute and that Decision No. 119 is applicable to them under the provisions set forth therein as fully and effectually as if they had been named in the original decision.

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### ADDENDUM NO. 2 TO DECISION NO. 119.—DOCKETS 1, 2, AND 3.

*Chicago, Ill., June 27, 1921.*

Decision No. 119 (Dockets 1, 2, and 3).—International Association of Machinists et al. *v.* Atchison, Topeka, & Santa Fe Railway et al.

**Entry.**—Modifying Decision No. 119 with Respect to Rules Governing Compensation for Overtime and Continuing Temporarily Certain Other Rules Established by or under the Authority of the United States Railroad Administration.

In Decision No. 119 the Labor Board determined that portion of a dispute referred to it on April 16, 1920, relating to rules and work-

ing conditions. The history of the dispute is set forth in that decision. In the decision the Board terminated (effective July 1, 1921) its direction in Decision No. 2 extending the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration, and called upon the officers and system organizations of employees of each carrier, parties thereto, to designate and authorize representatives to confer and to decide so much of the dispute relating to rules and working conditions as it might be possible for them to decide—such conferences to keep the Board informed of final agreements and disagreements, to the end that the Board might know, prior to July 1, 1921, what portion of the dispute had been decided.

The decision also provided that the Labor Board would promulgate such rules as it determined should be just and reasonable as soon after July 1, 1921, as would be reasonably possible and would make them effective as of July 1, 1921, and applicable to those classes of employees of carriers, parties to the dispute, for whom rules had not been arrived at by agreement.

Reports of the results of conferences held in accordance with the direction contained in Decision No. 119 have been and are now being received in considerable number. In some instances the carriers and the employees have reached an agreement upon all rules. In a considerable number of instances there remain certain rules upon which no agreement has been reached, while in others, conferences have not as yet been begun. Under these circumstances, in order that no misunderstanding may exist or unnecessary controversy arise, it appears necessary, purely as a *modus vivendi*, that the Labor Board establish a uniform policy to be pursued with regard to the undecided rules until such time as it is possible to make a decision.

In the available reports from the conferences held in accordance with the direction contained in Decision No. 119, it is found that the principal rules still the subject of dispute are those governing the payment of overtime. The Labor Board directs as follows, effective July 1, 1921, with the understanding that if the rules promulgated by the Labor Board to be effective July 1 are more favorable to the employees, adjustment in compensation due to the employees will be made by the carrier:

1. All overtime in excess of the established hours of service shall be paid for at the pro rata rate; provided, that this will not affect classes of employees of any carrier which have reached an agreement as to overtime rates, nor classes of employees of any carrier who by agreement or practice were receiving a rate higher than pro rata prior to the promulgation of any general order of the United States Railroad Administration relating to wages and working conditions. Inasmuch as this Board has not as yet given consideration to any dispute on overtime rates, this order should not be construed to indicate the final action and decision of the Labor Board on disputes as to overtime rates which have been or may be referred to the Board.

2. In lieu of any other rules not agreed to in the conferences held under Decision No. 119, the rules established by or under the authority of the United States Railroad Administration are continued in effect until such time as such rules are considered and decided by the Labor Board.

3. This direction shall not be understood to modify Decision No. 119 in any respect other than is specifically provided for herein.

4. Rules agreed upon by carriers and employees to be effective as of July 1, 1921.

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**ADDENDUM NO. 1 TO DECISION NO. 147.—DOCKET 353.**

*Chicago, Ill., June 25, 1921.*

Decision No. 147 (Docket 353).—New York Central Railroad Co. et al. *v.* Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al.

**Entry.—Relating to the Alabama & Vicksburg Railway Co. et. al. and the Specific Classes of Employees Named or Referred to under Each Particular Carrier.**

The United States Railroad Labor Board, acting upon the written application of the carriers hereinafter named in article 1 of this addendum, hereby renders a decision upon a series of controversies between the carriers and the representatives of certain employees of the carriers involving the question of what shall constitute just and reasonable wages. The various controversies were considered in conference between representatives designated and authorized by the parties, and not having been decided in such conference were referred to the Labor Board for hearing and decision.

The Labor Board therefore decides that Decision No. 147 shall apply to the carriers hereinafter named and to the specific classes of employees named or referred to under each of said carriers with the same force and effect as if the said carriers and employees had been named originally in said decision, and hereby issues the following—

**ADDENDUM.**

Effective July 1, 1921.

1. Add to the list of carriers and organizations named as parties to the dispute in Docket 353, Decision No. 147, the carriers and the organization hereinafter named under the caption "Parties to the dispute."

2. Add to article 1 of Decision No. 147, the carriers (found named as original parties to Docket 353, or by this addendum made parties thereto) hereinafter named under the caption "Article 1.—Carriers and employees affected."

3. Add to Article X of decision No. 147, sections 5, 6, 7, 8, 9, 10, 11, 12, and 13, hereby made a part of said article and carried in the appendix hereto under the caption "Article X.—Floating equipment employees."

4. Add to Article XII of Decision No. 147, under a special introductory clause, sections 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, hereby made a part of said article and carried in the appendix hereto under the caption "Article XII.—Miscellaneous employees."

## PARTIES TO THE DISPUTE.

The carriers hereby added as parties to the dispute in Docket 353, Decision No. 147, each of which has a dispute with one or more of the organizations named in said decision, are:

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| <p>Alabama &amp; Vicksburg Railway Co.<br/>         Vicksburg, Shreveport &amp; Pacific<br/>         Railway Co.<br/>     Alton &amp; Southern Railroad.<br/>     Arkansas &amp; Memphis Railway Bridge<br/>         &amp; Terminal Co.<br/>     Atlanta &amp; West Point Railroad Co.<br/>         Western Railway of Alabama.<br/>     Atlanta Joint Terminals.<br/>     Atlantic Coast Line Railroad Co.<br/>     Atlantic Land &amp; Improvement Co.<br/>     Beaumont, Sour Lake &amp; Western Rail-<br/>         way Co.<br/>     Bessemer &amp; Lake Erie Railroad Co.<br/>     Boston Terminal Co.<br/>     Carolina, Clinchfield &amp; Ohio Railway.<br/>         Carolina, Clinchfield &amp; Ohio Rail-<br/>         way of South Carolina.<br/>     Central Indiana Railway Co.<br/>     Central of Georgia Railway Co.<br/>     Charleston &amp; Western Carolina Rail-<br/>         way.<br/>     Charleston Union Station Co.<br/>     Chicago, St. Paul, Minneapolis &amp;<br/>         Omaha Railway Co.<br/>     Chicago, Terre Haute &amp; Southeastern<br/>         Railway Co.<br/>     Colorado &amp; Southern Railway Co.<br/>     Cumberland &amp; Pennsylvania Railroad<br/>         Co.<br/>     Davenport, Rock Island &amp; Northwest-<br/>         ern Railway Co.<br/>     Dayton Union Railway Co.<br/>     Delaware &amp; Hudson Co.<br/>     Denver Union Terminal Railway Co.<br/>     Detroit &amp; Mackinac Railway Co.<br/>     Duluth &amp; Iron Range Railroad Co.<br/>     Duluth, Missabe &amp; Northern Railway<br/>         Co.<br/>     Elgin, Joliet &amp; Eastern Railway.<br/>     Florida East Coast Railway Co.<br/>     Fort Smith &amp; Western Railroad.<br/>     Fort Worth Belt Railway Co.<br/>     Georgia, Florida &amp; Alabama Railway<br/>         Co.<br/>     Georgia Railroad.<br/>     Gulf &amp; Ship Island Railroad Co.<br/>     Jacksonville Terminal Co.<br/>     Kansas City, Mexico &amp; Orient Rail-<br/>         road Co.<br/>         Kansas City, Mexico &amp; Orient<br/>         Railway Co. of Texas.<br/>     Kansas, Oklahoma &amp; Gulf Railway Co.<br/>     Keokuk Union Depot Co.<br/>     Lake Superior &amp; Ishpeming Railway<br/>         Co.<br/>         Munising, Marquette &amp; Southeast-<br/>         ern Railway Co.</p> | <p>Lehigh &amp; Hudson River Railway Co.<br/>     Louisiana &amp; Arkansas Railway Co.<br/>     Louisiana Southern Railway Co.<br/>     Louisville, Henderson &amp; St. Louis<br/>         Railway Co.<br/>     Memphis Union Station Co.<br/>     Midland Valley Railroad Co.<br/>     Minnesota Transfer Railway Co.<br/>     Mobile &amp; Ohio Railroad Co.<br/>         Columbus &amp; Greenville Railroad<br/>         Co.<br/>     Natchez &amp; Louisiana Railway Trans-<br/>         fer Co.<br/>     Natchez &amp; Southern Railway Co.<br/>     New York, Chicago &amp; St. Louis Rail-<br/>         road Co.<br/>     Norfolk Southern Railroad Co.<br/>     Ogden Union Railway &amp; Depot Co.<br/>     Peoria &amp; Pekin Union Railway Co.<br/>     Pittsburg, Shawmut &amp; Northern Rail-<br/>         road Co.<br/>     Richmond, Fredericksburg &amp; Potomac<br/>         Railroad Co.<br/>     Richmond Terminal Railroad Co.<br/>     St. Joseph Belt Railway Co.<br/>     St. Joseph Terminal Railroad Co.<br/>     St. Louis Southwestern Railway Co.<br/>         St. Louis Southwestern Railway<br/>         Co. of Texas.<br/>     St. Paul Bridge &amp; Terminal Railway<br/>         Co.<br/>     St. Paul Union Depot Co.<br/>     San Antonio &amp; Aransas Pass Railway<br/>         Co.<br/>     San Antonio, Uvalde &amp; Gulf Railroad.<br/>     Seaboard Air Line Railway Co.<br/>     Sioux City Terminal Railway.<br/>     Spokane, Portland &amp; Seattle Railway<br/>         Co.<br/>         Oregon Electric Railway Co.<br/>         Oregon Trunk Railway.<br/>     Terminal Railroad Association of St.<br/>         Louis.<br/>         East St. Louis Connecting Rail-<br/>         way Co.<br/>         St. Louis Merchants Bridge Ter-<br/>         minal Railway Co.<br/>         St. Louis Transfer Railway Co.<br/>     Texas &amp; Pacific Railway Co.<br/>     Toledo Division of the Baltimore &amp;<br/>         Ohio.<br/>     Toledo, Peoria &amp; Western Railway Co.<br/>     Toledo Terminal Railroad Co.<br/>     Trans-Mississippi Terminal Railroad<br/>         Co.<br/>     Trinity &amp; Brazos Valley Railway Co.<br/>     Ulster &amp; Delaware Railroad Co.<br/>     Union Depot Co. (Columbus, Ohio).</p> |
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Union Railway Co. (Memphis, Tenn.).  
 Virginian Railway Co.  
 Washington Terminal Co.  
 Weatherford, Mineral Wells & North-  
 western Railway Co.

Wheeling & Lake Erie Railway Co.  
 Lorain & West Virginia Railway  
 Co.

The organization hereby added as a party to the dispute in Docket 353, Decision No. 147, which has a dispute with one or more of the carriers named in said decision, is:

Brotherhood of Dining Car Conductors.

#### ARTICLE I.—CARRIERS AND EMPLOYEES AFFECTED.

Each of the following carriers shall make deductions from the rates of wages heretofore established by the authority of the United States Railroad Labor Board, for the specific classes of its employees named or referred to in this article, in amounts hereinafter specified for such classes in the schedules of decreases; apply the rates of wages established in Article II, section 3 (b), and Article X; and make effective the rates of wages fixed by differentials provided in Article IV, section 4.

The article and section numbers used in connection with a carrier refer to the corresponding article and section numbers in the schedules of decreases, and in determining the classes of employees affected on each carrier the following rules shall govern:

(a) When section numbers are used in connection with a carrier without naming the classes, all classes of employees named in the corresponding section numbers of the schedules of decreases are affected.

(b) When section numbers are used in connection with a carrier and specific classes of employees are named, only the same classes of employees named in the corresponding section numbers of the schedules of decreases are affected.

(c) Where section numbers are omitted in connection with a carrier, the classes of employees named in the corresponding section number of the schedules of decreases are not affected.

NOTE.—An asterisk is used to indicate the names of carriers previously listed in Decision No. 147. These carriers are renamed in this addendum for the purpose of including certain classes of their employees not named or referred to in said decision.

An asterisk is also used to indicate the section numbers previously used in Decision No. 147 for naming certain classes of employees. Such section numbers are used again for the purpose of naming certain additional classes or to include the remainder of the classes covered by said section, as the case may be.

Alabama & Vicksburg Railway Co.  
 Vicksburg, Shreveport & Pacific  
 Railway Co.  
 Article II. Sections 1, 2, 3, 4, 5, 6,  
 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6,  
 and 8.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, and 3.  
 Article VII. Sections 1, 3, and 4.

Alabama & Vicksburg Ry. Co.—Con.  
 Article IX. Section 3. Signal  
 maintainers.  
 Article XI. Section 1.  
 Alton & Southern Railroad.  
 Article II. Section 1. Storekeeper.  
 Sections 2 and 3.  
 Article III. Section 3. Section  
 foremen. Section 6. Section 7.  
 Pumper. Section 8. Engine  
 watchmen, ash-pit and sand-  
 house men.

## Alton &amp; Southern Railroad—Contd.

Article IV. Section 1. Section 2. Machinists, boiler-makers, sheet-metal workers, and carmen. Section 3. Regular and helper apprentices and helpers (machinists, boiler-makers, sheet-metal workers, and carmen only).

Article VI. Sections 3 and 4.

Article VII. Section 4. Foremen and helpers.

Article VIII. Section 1.

Article XI. Section 2.

## \*Ann Arbor Railroad Co.

Article IV. Section 1.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

## Arkansas &amp; Memphis Railway Bridge &amp; Terminal Co.

Article II. Sections 2 and 3.

Article III. Sections 3 and 6.

Article V. Section 1.

## \*Atchison, Topeka &amp; Santa Fe Railway Co.

Grand Canyon Railway Co.

Panhandle & Santa Fe Railway Co.

Rio Grande, El Paso & Santa Fe Railroad Co.

Article II. Sections 1, 2, 3, and 4.

\*Section 5. Section 6.

Article III. Sections 1, 2, 3, 4, 5, and 7.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1 and 2.

## Atlanta &amp; West Point Railroad Co.

Western Railway of Alabama.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

## Atlanta Joint Terminals.

Article IV. Sections 2, 3, and 4.

Article VI. Sections 2, 3, and 4.

Article VII. Sections 3 and 4.

## Atlanta Terminal Co.

Article IV. Section 1. Supervisory forces (carmen only). Section 2. Carmen. Section 3. Regular and helper apprentices and helpers (carmen only).

## Atlantic Coast Line Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article III. Sections 1, 2, 3, 4, 5, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

## Atlantic Coast Line Railroad Co.—Con.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1 and 2.

Article IX. Sections 1, 2, 3, and 4.

Article X. Sections 7 (c) and (d).

Article XI. Sections 1 and 2.

## Atlantic Land &amp; Improvement Co.

Article VIII. Sections 1, 2, and 3.

Article IX. Section 3.

## \*Baltimore &amp; Ohio Railroad Co.

Coal & Coke Railroad.

Toledo Division of the Baltimore & Ohio.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article X. Section 6 (b). Section 6 (f). Slitenders.

## \*Baltimore &amp; Ohio Chicago Terminal Railroad Co.

Article IV. Section 1.

Article V. Section 1.

Article VI. Sections 1, 3, and 4.

Art. VIII. Section 1.

Article IX. Sections 1, 2, 3, and 4.

## \*Bangor &amp; Aroostook Railroad Co.

Article V. Sections 1 and 2.

Article VII. Sections 1, 3, and 4.

## \*Belt Railway Co. of Chicago.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 2, 3, and 4.

## Bessemer &amp; Lake Erie Railroad Co.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, and 3.

Article V. Section 1.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Section 2.

Article XI. Section 2.

Article XII. Section 6.

## \*Boston &amp; Albany Railroad.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3 and 4.

## \*Boston &amp; Maine Railroad.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XII. Section 1. Milk messengers.

Section 7.

## Boston Terminal Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, and 8.

Article IV. Section 1, 2, 3, and 4.

Article V. Section 1. Telegraphers, towermen, levermen, train directors.

Article VII. Section 4. Foremen and helpers.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

\*Buffalo & Susquehanna Railroad Corporation.

Article III. Section 1. Bridge, building, painter, and water-supply foremen. Section 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

\*Buffalo, Rochester & Pittsburgh Railway Co.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Carolina, Clinchfield & Ohio Railway. Carolina, Clinchfield & Ohio Railway of South Carolina.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1 and 2.

Central Indiana Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1 and 2.

Central of Georgia Railway Co.

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1 and 2.

\*Central Railroad Co. of New Jersey.

Article II. Sections 1, 2, and 3.

\*Sections 4, 5 and 6.

Article III. Sections 1, 2, 3, 4, and 5. \*Section 7.

Article IV. Sections 1, 2, and 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3 and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

\*Central Union Depot & Railway Co. of Cincinnati.

Article V. Section 1.

\*Central Vermont Railway Co.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Charleston & Western Carolina Railway Co.

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article III. Sections 1, 2, 3, 4, 5, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

Charleston Union Station Co. (Charleston, S. C.).

Article II. Sections 2, 3, 4, and 9.

Article IV. Sections 2, 3, and 4.

Article VII. Section 4.

\*Chesapeake & Ohio Railway Co.

Chesapeake & Ohio Railway Co. of Indiana.

Article II. Sections 1, 2, 3, and 4. \*Sections 5 and 6.

Article III. Sections 1, 2, 3, 4, and 5.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article IX. Sections 1, 2, 3, and 4.

Article X. Section 7 (a) and (b).

\*Chicago & Eastern Illinois Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 2 and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Section 1.

\*Chicago & Northwestern Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, and 5. Section 7. Pumpers and crossing watchmen.

Article IV. Sections 2, 3 and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3 and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1 and 2.

Article IX. Sections 2, 3, and 4.

Article XI. Sections 1 and 2.

\*Chicago, Burlington & Quincy Railroad Co.

Article II. Sections 1, 2, 3, and 6.

Article III. Sections 1, 2, 3, 4, 5, and 7.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1 and 2.

- \*Chicago, Burlington & Quincy Railroad Co.—Continued.  
Article IX. Sections 2, 3, and 4.  
Article XI. Section 1.
- \*Chicago, Indianapolis & Louisville Railway Co.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.
- \*Chicago Junction Railway Co.  
Chicago River & Indiana Railroad Co.  
Article V. Section 1.
- \*Chicago, Milwaukee & St. Paul Railway Co.  
Article II. Sections 1, 2, 3, 4, and 6. \*Section 5.  
Article III. Sections 1, 2, 3, 4, 5, and 7.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.
- \*Chicago, Rock Island & Pacific Railway Co.  
Chicago, Rock Island & Gulf Railway Co.  
Article II. Sections 1, 2, and 3.  
\*Sections 4 and 5.  
Article III. Sections 1, 2, 3, 4, and 5. \*Section 7.  
Article IV. Sections 2 and 3.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Section 1.  
Article IX. Sections 1, 2, 3, and 4.  
Article XI. Section 1.  
Article XII. Section 1. Train, office, and private-car porters and attendants.
- Chicago, St. Paul, Minneapolis & Omaha Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 2, 3, and 4.  
Article XI. Section 1.
- Chicago, Terre Haute & Southeastern Railway Co.  
Article III. Section 1. Bridge, building, and water-supply foremen. Section 3. Section and maintenance foremen. Section 4. Mechanics (bridge and building carpenters only). Section
- Chicago, Terre Haute & Southeastern Railway Co.—Continued.  
6. Section 7. Pumpers, crossing watchmen or flagmen, and lamp-lighters and tenders. Section 8. Engine watchmen and wipers, fire builders, coal-chute men, coal passers.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article XII. Section 3.
- \*Cleveland, Cincinnati, Chicago & St. Louis Railway Co.  
Cincinnati Northern Railroad Co.  
Evansville, Indianapolis & Terre Haute Railway Co.  
Louisville & Jeffersonville Bridge & Railroad Co.  
Muncie Belt Railway.  
Article V.<sup>1</sup> Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.
- Colorado & Southern Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article XI. Sections 1 and 2.  
Article XII. Section 1. Traveling auditors. Section 11.
- Cumberland & Pennsylvania Railroad Co.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.
- Davenport, Rock Island & Northwestern Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article XI. Sections 1 and 2.
- Dayton Union Railway Co.  
Article II. Sections 1, 2, 3, 4, and 5.  
Article III. Sections 3 and 6. Section 7. Crossing watchmen or flagmen. Section 8.  
Article V. Section 1.  
Article VII. Section 4. Switch-tenders.
- Delaware & Hudson Co.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 2, 3, and 4.

<sup>1</sup> Excluding Muncie Belt Railway.

Delaware & Hudson Co.—Continued.

- Article V. Sections 1 and 2.
- Article VI. Sections 1, 2, 3, and 4.
- Article VII. Sections 1, 3, and 4.
- Article IX. Sections 1, 2, 3, and 4.

\*Delaware, Lackawanna & Western Railroad Co.

- Article V. Sections 1 and 2.
- Article VI. Sections 1, 2, 3, and 4.
- Article VII. Sections 1, 3, and 4.

\*Denver & Rio Grande Railroad.

Rio Grande Southern Railroad Co.

- Article II. Sections 1, 2, and 3.
- \* Sections 4 and 5.

- Article III. Sections 1, 2, 3, 4, and 5. \* Section 7.

- Article IV. Sections 1, 2, and 3.

- Article V. Sections 1 and 2.

- Article VI. Sections 1, 2, 3, and 4.

- Article VII. Sections 1, 3, and 4.

- Article VIII. Section 1.

- Article IX. Sections 1, 2, 3, and 4.

- Article XI. Sections 1 and 2.

- Article XII. Section 1. Civil engineers, chainmen, rodmen, draftsmen, division special agents, patrolmen, division agents, claim adjusters, train auditors, traveling freight and passenger agents, business-car cooks and porters. Section 7.

Denver Union Terminal Railway Co.

- Article II. Sections 1, 2, and 3.
- Section 4. Assistant station masters, train announcers, gate-men, and baggage and parcel room employees. Section 5. Janitors and elevator operators. Section 6. Messengers and station attendants. Section 9.

- Article III. Section 4. Mechanics (carpenters, plumbers, and painters only). Section 6. Track laborers. Section 7. Crossing watchmen or flagmen.

- Article V. Section 1. Lever men.

- Article IX. Sections 3 and 4.

- Article XI. Section 2.

Detroit & Mackinac Railway Co.

(NOTE.—Reductions herein authorized for this carrier shall apply only to employees increased under the provisions of Decision No. 2. Employees otherwise increased to be covered by separate decision.)

- Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

- Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

- Article IV. Sections 1, 2, 3, and 4.

- Article V. Sections 1 and 2.

- Article VI. Sections 1, 2, 3, and 4.

- Article VII. Sections 1, 3, and 4.

- Article VIII. Sections 1, 2, and 3.

- Article IX. Sections 1, 2, 3, and 4.

- Article XI. Sections 1 and 2.

Detroit & Mackinac Railway Co.—Con.

- Article XII. Section 1. Tie inspectors and special agents.

Duluth & Iron Range Railroad Co.

- Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

- Article III. Sections 4, 5, 6, 7, and 8.

- Article IV. Sections 2, 3, and 4.

- Article V. Sections 1 and 2.

- Article VI. Sections 1, 2, 3, and 4.

- Article VII. Sections 1, 3, and 4.

- Article VIII. Section 2. Stationary firemen.

- Article XI. Sections 1 and 2.

- Article XII. Section 1. Police and patrolmen.

Duluth, Missabe & Northern Railway Co.

- Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

- Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

- Article IV. Sections 2, 3, and 4.

- Article V. Sections 1 and 2.

- Article VI. Sections 1, 2, 3, and 4.

- Article VII. Sections 1, 3, and 4.

- Article X. Section 13.

- Article XI. Sections 1 and 2.

- Article XII. Section 1. Policemen, train porters, foremen on ore docks.

\*Duluth, South Shore & Atlantic Railway Co.

Mineral Range Railroad Co.

- Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

- Article III. Sections 1, 2, 3, 4, 5, and 7.

- Article IV. Sections 1, 2, 3, and 4.

- Article V. Sections 1 and 2.

- Article VI. Sections 1, 2, 3, and 4.

- Article VII. Sections 1, 3, and 4.

- Article XI. Section 1.

Elgin, Joliet & Eastern Railway.

- Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

- Article IV. Sections 2 and 3.

- Article VI. Sections 1, 2, 3, and 4.

- Article VII. Sections 3 and 4.

- Article IX. Sections 1, 2, 3, and 4.

\*El Paso & Southwestern Co.

El Paso & Northeastern Railroad Co.

El Paso & Southwestern Railroad Co. of Texas.

El Paso & Southwestern Railroad Co.

- Article II. Sections 1, 2, and 3.

- Section 4. Baggage-room employees (porters only). Section 5. Waybill and ticket assorters.

- Article III. Sections 1, 2, 3, and 4.

- \*Section 5. Section 7. Pumper engineers and pumpers.

- Article IV. Sections 2, 3, and 4.

- Article V. Sections 1 and 2.

\*El Paso & Southwestern Railroad Co.—Continued.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1 and 3.

Section 4. Foremen and helpers.

Article VIII. Section 1. Section

2. Stationary firemen.

Article IX. Sections 2, 3, and 4.

Article XI. Section 1. Section 2. Yardmasters.

Article XII. Section 1. Telephone engineers.

\*Erie Railroad Co.

Chicago & Erie Railroad Co.

New Jersey & New York Railroad Co.

New York, Susquehanna & Western Railroad Co.

Wilkes-Barre & Eastern Railroad Co.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Florida East Coast Railway Co.

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 2 and 3.

Fort Smith & Western Railroad.

(NOTE.—Reductions herein authorized for this carrier shall apply only to employees increased under the provisions of Decision No. 2. Employees otherwise increased to be covered by separate decision.)

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

\*Fort Worth & Denver City Railway Co.

Wichita Valley Railway Co.

Article II. Sections 1, 2, and 3.

\* Sections 4 and 5. Section 6.

Article III. Sections 1, 2, 3, and 4.

\* Sections 5 and 7.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Sections 1 and 2.

Fort Worth Belt Railway Co.

Article II. Sections 1, 2, and 3.

Article III. Section 8.

Article IV. Section 1. Section 2.

Machinists and boilermakers.

\*Erie Railroad Co.

Section 3. Regular and helper apprentices and helpers (machinists and boilermakers' helpers only).

Article VI. Sections 3 and 4.

Article VII. Section 4. Foremen and helpers.

Article XI. Section 2. Yardmasters. Galveston Wharf Co.

Article II. Sections 1, 4, 5, 6, and 9.

Article III. Section 1. Building, bridge, painter, construction foremen. Section 2. Assistant building bridge, painter construction foremen. Sections 4, 5, and 6. Section 7. Crossing watchmen or flagmen. Section 8.

Article IV. Sections 1, 2, 3, and 4.

Article VI. Section 3.

Article VII. Section 4.

Article XI. Section 2.

Georgia, Florida & Alabama Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Georgia Railroad.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article III. Sections 1, 2, 3, 4, 5, and 7.

Article IV. Sections 2 and 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

\*Grand Trunk Railway System (Western Lines).

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3 and 4.

Article XI. Sections 1 and 2.

\*Great Northern Railway Co.

Brandon, Saskatchewan & Hudson Bay Railway.

Crows Nest Southern Railway.

Duluth & Superior Bridge Co.

Duluth Terminal.

Farmers Grain & Shipping Co.

Great Falls & Teton County Railway.

Great Northern Terminal Railway Co.

Manitoba Great Northern Railway Co.

Midland Railway Co. of Manitoba (G. N. Ry. Co. trains only).

Minneapolis Belt Line Co.

Minneapolis Western Railway.

\*Great Northern Railway Co.—Contd.  
 Montana Eastern Railway.  
 Nelson & Fort Sheppard Railway.  
 New Westminster Southern Railway.  
 Red Mountain Railway.  
 Vancouver, Victoria & Eastern Railway & Navigation Co.  
 Watertown & Sioux Falls Railway Co.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

Gulf & Ship Island Railroad Co.  
 Article II. Sections 1, 2, and 3.  
 Article III. Section 1. Bridge, building, and painter foremen.  
 Section 2. Ditching engineers.  
 Section 3. Section foremen.  
 Section 4. Mechanics (bridge and building, and painter mechanics only).  
 Section 5. Helpers (bridge and building mechanics' helpers only).  
 Section 6. Laborers (bridge and building only).  
 Section 7. Ditching firemen and pumpers.  
 Article IV. Section 2. Machinists and carmen.  
 Section 3. Regular and helper apprentices and helpers (machinists' and carmen's helpers and apprentices only).  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article XI. Section 1.  
 Article XII. Section 1. Passenger train, chair-car porters, and extra gang foremen.

\*Gulf Coast Lines.

Beaumont, Sour Lake & Western Railway Co.

Houston Belt & Terminal Railway Co.

New Iberia & Northern Railroad Co.

New Orleans, Texas & Mexico Railway Co.

Orange & Northwestern Railroad Co.

St. Louis, Brownsville & Mexico Railway Co.

Article II. Sections 1, 2, and 3.

\*Sections 4 and 5. Section 6.

Article III. Sections 1, 2, and 3.

Article IV. Sections 2 and 3.

\*Gulf Coast Lines.—Continued.

Article V. Section 1.

Article VI. Section 1. Engineers.

Section 2. Engineers. Section 3. Engineers.

Article VII.<sup>2</sup> Section 1. Conductors.

Section 3. Conductors (through and local, or way freight).

Article VII.<sup>3</sup> Section 4. Switchmen.

Article VIII. Sections 1, 2, and 3.

Article IX.<sup>3</sup> Sections 1, 2, 3, and 4.

Article XI.<sup>2</sup> Section 1.

\*Gulf, Colorado & Santa Fe Railway Co.

Beaumont Wharf & Terminal Co.

Article II. Sections 1, 2, and 3.

\*Sections 4 and 5. Section 6.

Article III. Sections 1, 2, 3, 4, and 5. \*Section 7.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, and 3.

Article XI. Sections 1 and 2.

\*Hocking Valley Railway Co.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

\*Illinois Central Railroad Co.

Chicago, Memphis & Gulf Railroad Co.

Yazoo & Mississippi Valley Railroad Co.

Article II. Sections 1, 2, and 3.

\*Sections 4 and 5. Section 6.

Article III. Sections 1, 2, 3, 4, 5, and 7.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1 and 2.

\*Section 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Section 1.

Article XII. Section 4.

\*Indiana Harbor Belt Railroad Co.

Article II. Sections 1, 2, and 3.

Section 4. Train and engine crew callers. \*Section 5. Section 6.

Article III. Sections 1, 2, 3, 4, and 5. Section 7. Ditching and

hoisting firemen, pumper engineers and pumpers.

Article IV. Sections 1, 2, and 3.

Article V. Section 1.

Article VI. Sections 2, 3, and 4.

Article VII. Section 4.

<sup>2</sup> Excluding Houston Belt & Terminal Railway Co.

<sup>3</sup> Houston Belt & Terminal Railway Co. only.

## \*Indianapolis Union Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Sections 1 and 2.

## \*International &amp; Great Northern Railway.

Article II. Sections 1, 2, and 3.

\*Sections 4 and 5.

Article III. Sections 1, 2, 3, and 4.

\*Section 7.

Article IV. Sections 2 and 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Sections 1 and 2.

## Jacksonville Terminal Co.

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article IV. Sections 2, 3 and 4.

Article V. Section 1.

Article VI. Sections 3 and 4.

Article VII. Section 4.

Article XI. Section 2.

## Kansas City, Mexico &amp; Orient Railroad Co.

Kansas City, Mexico & Orient Railway Co. of Texas.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

## \*Kansas City Southern Railway Co.

Arkansas Western Railway Co.

Poteau Valley Railroad Co.

Texarkana & Fort Smith Railway Co.

Article II. Sections 1, 2, and 3.

\*Sections 4 and 5.

Article III. Sections 1, 2, 3, 4, and 5. \*Section 7.

Article IV. Sections 2 and 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

Article XII. Section 1. Train porters.

## \*Kansas City Terminal Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, and 7.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

## \*Kansas City Terminal Railway Co.—Continued.

Article VII. Section 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Section 2.

## Kansas, Oklahoma &amp; Gulf Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Section 2. Stationary firemen. Section 3. Coal passer.

## Keokuk Union Depot Co.

Article II. Sections 2 and 5.

Article V. Section 1.

## \*Lake Erie &amp; Western Railroad Co.

Fort Wayne, Cincinnati, Louisville Railroad Co.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Sections 1 and 2.

## Lake Superior &amp; Ishpeming Railway Co.

Munising, Marquette & Southeastern Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Section 1. Telegraphers and towermen.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Sections 1 and 2.

## Lehigh &amp; Hudson River Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7 and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

## \*Lehigh &amp; New England Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

## \*Lehigh Valley Railroad Co.

Article II. Sections 2, 3, and 6. \*Sections 1 and 5.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

## \*Long Island Railroad Co.

Article VI. Sections 1, 2, 3, and 4.

- \*Long Island Railroad Co.—Contd.  
Article VII. Sections 1, 3, and 4.  
Article XI. Section 1.
- \*Los Angeles & Salt Lake Railroad Co.  
Article II. Sections 1, 2, 3, and 4.  
\*Section 5. Section 6.  
Article III. Sections 1, 2, 3, 4, 5, and 7.  
Article IV. Sections 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 2, 3, and 4.  
Article XI. Section 1.
- Louisiana & Arkansas Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article IV. Sections 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Section 1. Conductors only. Section 3. Conductors only.  
Article XI. Section 1.
- Louisiana Southern Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Section 3. Section foremen. Section 6. Common laborers in and around shops. Section 8.  
Article IV. Section 2. Machinists, boilermakers, blacksmiths, and carmen. Section 3. Regular and helper apprentices and helpers (machinist, boilermaker, blacksmith and carman, only).  
Article V. Sections 1 and 2.  
Article VI. Section 1. Firemen. Section 2. Firemen. Section 3. Firemen.  
Article VII. Section 1. Conductors. Section 3. Conductors (through and local or way freight). Section 4.
- \*Louisville & Nashville Railroad Co.  
Article II. Sections 1, 2, and 3.  
\*Sections 4, 5, and 6.  
Article III. Sections 1, 2, 3, 4, and 5. \*Section 7.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 3 and 4.  
Article IX. Sections 1, 2, 3, and 4.  
Article XI. Section 1.
- Louisville, Henderson & St. Louis Railway Co.  
Article II. Section 5. Janitors. Sections 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.
- Louisville, Henderson & St. Louis Railway Co.—Continued.  
Article VII. Sections 1, 3, and 4.  
Article XI. Section 1.
- \*Maine Central Railroad Co.  
Portland Terminal Co.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article XI. Sections 1 and 2.
- Memphis Union Station Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.
- \*Michigan Central Railroad Co.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article XI. Section 1.
- Midland Valley Railroad Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.
- \*Minneapolis, St. Paul & Sault Ste. Marie Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, and 7.  
Article IV. Sections 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article IX. Sections 2, 3, and 4.  
Article XI. Section 1.  
Article XII. Section 7.
- \*Minnesota & International Railway Co.  
Big Fork & International Falls Railway Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article XI. Section 1.
- Minnesota Transfer Railway Co.  
Article II. Sections 1, 2, 3, 5, 6, 7, and 9.  
Article III. Sections 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article VI. Sections 3 and 4.  
Article VII. Section 4.

- \*Missouri Pacific Railroad Co.  
 Article II. Sections 1, 2, 3, and 4.  
 \* Section 5. Section 6.  
 Article III. Sections 1, 2, 3, 4, and 5. \* Section 7.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Sections 1 and 2.  
 \* Section 3.  
 Article IX. Sections 1, 2, 3, and 4.  
 Article X. Sections 10 and 11.  
 Article XI. Sections 1 and 2.  
 Article XII. Section 1. Tie and timber inspectors, special officers and watchmen, and train porters.
- Mobile & Ohio Railroad Co.  
 Columbus & Greenville Railroad Co.  
 Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.
- \*Monongahela Railway Co.  
 Article V. Section 1. Telegraphers.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.
- \*Nashville, Chattanooga & St. Louis Railway.  
 Article II. Sections 1, 2, and 3.  
 Section 4. Train and engine crew callers, train announcers, and gatemen. Section 5. Office, station, and warehouse watchmen. Section 6. Messengers.  
 Article III. Sections 1, 2, 3, 4, and 5. Section 7. Hoisting firemen, pumpers.  
 Article IV. Section 2. \* Section 3.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article IX. Sections 2, 3, and 4.  
 Article X. Section 12.  
 Article XI. Sections 1 and 2.  
 Article XII. Section 5.
- Natchez & Louisiana Railway Transfer Co.  
 Article II. Section 9.  
 Article III. Section 4. Mechanics (bridge and building carpenters only). Section 6.  
 Article X. Section 9.
- Natchez & Southern Railway Co.  
 Article II. Section 1. Chief clerk, warehouse foreman. Sections 2 and 3. Section 5. Janitors. Section 6. Messenger. Section 9.  
 Article III. Section 3. Section foremen. Section 6. Section 8. Engine watchmen.

- Natchez & Southern Railway Co.—Con.  
 Article IV. Section 2. Car inspector. Section 4.  
 Article V. Section 1. Telegrapher and agent.  
 Article VI. Section 3. Engineers and firemen.  
 Article VII. Section 4. Foremen and helpers.
- \*New York Central Railroad Co.  
 Article II. \*Section 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article IX. Sections 2, 3, and 4.  
 Article XI. Sections 1 and 2.
- New York, Chicago & St. Louis Railroad Co.  
 Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.
- \*New York, New Haven & Hartford Railroad Co.  
 Central New England Railway Co.  
 Article IV. \*Section 1.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article XI. Sections 1 and 2.
- \*New York, Ontario & Western Railway Co.  
 Article II. Sections 1, 2, and 3.  
 \* Section 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.
- \*Norfolk & Western Railway Co.  
 Article II. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article III. Sections 1, 2, 3, and 4.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Sections 2 and 3.  
 Article IX. Sections 2, 3, and 4.
- Norfolk Southern Railroad Co.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.
- \*Northern Pacific Railway Co.  
 Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Sections 1, 2, and 3.  
 Article IX. Sections 2, 3, and 4.  
 Article XI. Section 1.

## \*Northwestern Pacific Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, and 5. \*Section 6. Sections 7 and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1 and 2.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Section 1.

Article XII. Section 1. Depot master, passenger director, and special officer.

## \*Oregon-Washington Railroad &amp; Navigation Co.

Article II. Sections 1, 2, 3, and 4.

\*Section 5. Sections 6, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, and 7.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Section 1. \*Section 2.

Article IX. Sections 2, 3, and 4.

Article XI. Section 1.

## \*Pennsylvania System.

Cincinnati, Lebanon & Northern Railway.

Connecting Terminal Railroad.

Cumberland Valley & Martinsburg Railroad.

Grand Rapids & Indiana Railway.

Louisville Bridge & Terminal Railway.

Manufacturers' Railway.

New York, Philadelphia & Norfolk Railroad.

Ohio River & Western Railway.

Pennsylvania Railroad Co.

Philadelphia & Camden Ferry Co.

Pittsburgh, Cincinnati, Chicago & St. Louis Railroad.

Roslyn Connecting Railroad.

Waynesburg & Washington Railroad.

West Jersey & Seashore Railroad.

Wheeling Terminal Railway.

Article VI. Sections 1, 2, 3, and 4.

Article X. Section 6 (a), (b), (c), (d), and (e).

## \*Pere Marquette Railway Co.

Article II. Sections 1, 2, 3, and 4.

\*Section 5. Section 6.

Article IV. Section 1.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Sections 1 and 2.

## Peoria &amp; Pekin Union Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

## Peoria &amp; Pekin Union Railway Co.—Continued.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 2 and 3.

Article IX. Sections 2, 3, and 4.

Article XI. Sections 1 and 2.

## \*Philadelphia &amp; Reading Railway Co.

Atlantic City Railroad Co.

Catasauqua & Fogelsville Railroad Co.

Chester & Delaware River Railroad Co.

Gettysburg & Harrisburg Railway Co.

Middletown & Hummelstown Railroad Co.

Northeast Pennsylvania Railroad Co.

Perkiomen Railroad Co.

Philadelphia & Chester Valley Railroad Co.

Philadelphia, Newtown & New York Railroad Co.

Pickering Valley Railroad Co.

Port Reading Railroad Co.

Reading & Columbia Railroad Co.

Rupert & Bloomsburg Railroad Co.

Stony Creek Railroad Co.

Tamaqua, Hazelton & Northern Railroad Co.

Williams Valley Railroad Co.

Article II. Section 6.

Article III. Section 7. Pumpers.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article X. Section 5. Section 6 (a), (b), and (f).

Article XII. Section 8.

## \*Pittsburgh &amp; Lake Erie Railroad Co.

Lake Erie & Eastern Railroad Co.

Article IV. Section 2.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

## \*Pittsburgh &amp; West Virginia Railway Co.

West Side Belt Railroad Co.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

## Pittsburgh, Shawmut &amp; Northern Railroad Co.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

## Richmond, Fredericksburg &amp; Potomac Railroad Co.

Article II. Sections 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Richmond, Fredericksburg & Potomac  
Railroad Co.—Continued.

Article IV. Section 1. Supervisory  
forces (lead-men only). Sec-  
tions 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article IX. Sections 2, 3, and 4.

Article XI. Section 2.

Richmond Terminal Railway Co.

Article II. Section 4. Baggage  
room employees.

\*Rutland Railway Co.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

St. Joseph Belt Railway Co.

Article II. Sections 1, 2, 3, 6, 7, 8,  
and 9.

Article III. Sections 3, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VI. Sections 3 and 4.

Article VII. Section 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Section 2.

Article XII. Section 1. Special of-  
ficers.

St. Louis Southwestern Railway Co.

St. Louis Southwestern Railway Co.  
of Texas.

Article II. Sections 1, 2, 3, 4, 5, 6,  
7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5,  
6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

Article XII. Section 1. Traveling  
auditor.

\*St. Louis-San Francisco Railway  
System.

Birmingham Belt Railroad Co.

Brownwood North & South Railway  
Co.

Fort Worth & Rio Grande Railway  
Co.

Paris & Great Northern Railroad  
Co.

St. Louis, San Francisco & Texas  
Railway Co.

Article III. Sections 1, 2, 3, 4, and  
5. \* Section 7.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article IX. Sections 1, 2, 3, and 4.

St. Paul Bridge & Terminal Railway  
Co.

Article II. Sections 1, 2, 3, 6, 7, 8,  
and 9.

Article III. Sections 3, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VI. Sections 3 and 4.

St. Paul Bridge & Terminal Railway  
Co.—Continued.

Article VII. Section 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Section 2.

Article XII. Section 1. Special of-  
ficers.

St. Paul Union Depot Co.

Article II. Sections 1, 2, 3, 4, 5,  
6, 7, and 9.

Article III. Sections 1, 3, 4, 6, 7,  
and 8.

Article IV. Sections 2 and 3.

Article VI. Section 3.

Article VII. Section 4.

San Antonio & Aransas Pass Railway  
Co.

Article II. Sections 1, 2, 3, 4, 5, 6,  
7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5,  
6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Sections 1 and 2.

San Antonio, Uvalde & Gulf Railroad.

Article III. Sections 1, 2, 3, 4, 5,  
6, 7, and 8.

Article IV. Sections 2, 3, and 4.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article XI. Section 1.

Savannah Union Station Co.

Article IV. Sections 2, 3, and 4.

Article V. Section 1.

Article VI. Sections 3 and 4.

Article VII. Section 4.

Article IX. Sections 3 and 4.

Seaboard Air Line Railway Co.

Article II. Sections 2, 3, 4, 5, and 6.

Article III. Section 1. Bridge,  
building, and mason foremen.  
Section 2. Assistant bridge and  
building foremen, pile-driver,  
ditching, and hoisting engineers.  
Section 3. Track and assistant  
track foremen. Section 4. Me-  
chanics (bridge and building  
carpenters only). Section 5. Me-  
chanics' helpers (bridge and  
building carpenter helpers only).  
Sections 6 and 7. Section 8.  
Ash-pit men, coal passers, coal-  
chute men.

Article IV. Section 1. Supervisory  
forces (hourly-rated employees  
only). Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, and 3.

Article VII. Sections 1 and 3.  
Section 4. Foremen and helpers.

Article VIII. Sections 1 and 2.

Article XII. Section 1. Steam  
shovel crane men.

## Sioux City Terminal Railway.

Article II. Sections 1, 2, 3, 6, 7, 8, and 9.

Article III. Sections 3, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article VI. Sections 3 and 4.

Article VII. Section 4.

Article VIII. Sections 1, 2, and 3.

Article XI. Section 2.

Article XII. Section 1. Special officers.

## \*Southern Pacific Co. (Pacific System).

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article III. Sections 1, 2, 3, 4, and 5.

Article IV. Sections 1, 2, and 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Section 1.

Article XII. Section 1. Police department lieutenants or assistant special agents, sergeants, investigators, train riders, roundsmen, patrolmen, and watchmen; assistant engineers, structural designers, draftsmen, tracers, blue printers, instrument men, rodmen, estimators, and business-car chefs and porters. Section 9.

## \*Southern Pacific Lines in Texas and Louisiana.

Galveston, Harrisburg & San Antonio Railway Co.

Houston & Shreveport Railroad Co.

Houston & Texas Central Railroad Co.

Houston, East & West Texas Railway Co.

Iberia & Vermillion Railroad Co.

Lake Charles & Northern Railroad Co.

Louisiana Western Railroad Co.

Morgan's Louisiana & Texas Railroad & Steamship Co.

Southern Pacific Terminal Co.

Texas & New Orleans Railroad Co.

Article III. Sections 1, 2, 3, and 4.

\*Sections 5 and 7.

Article IV.<sup>4</sup> \*Sections 2 and 3.

Article V.<sup>5</sup> Sections 1 and 2.

Article VI.<sup>5</sup> Sections 1, 2, 3, and 4.

Article VII.<sup>5</sup> Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 2, 3, and 4.

Article XI.<sup>4,5</sup> Section 1.

Article XII.<sup>5</sup> Section 1. Train porters.

## Spokane, Portland &amp; Seattle Railway Co.

Oregon Electric Railway Co.

Oregon Trunk Railway.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article IV. Section 2. Carmen.

Section 3. Regular and helper apprentices and helpers (carmen only). Section 4.

Article VII. Sections 1, 3, and 4.

## \*Staten Island Rapid Transit Railway Co.

Article II. Sections 1, 2, 3, 4, 5, and 6.

Article III. Section 2. Hoisting engineers. Section 3. \*Section 7.

Article IV. Sections 2 and 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Section 1.

Article IX. Sections 3 and 4.

## Tennessee Central Railroad Co.

Article III. Sections 1, 2, 3, 4, 5, and 7.

Article IV. Sections 1 and 2. \*Section 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

## Terminal Railroad Association of St. Louis.

East St. Louis Connecting Railway Co.

St. Louis Merchants Bridge Terminal Railway Co.

St. Louis Transfer Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 2, 3, and 4.

Article VII. Sections 3 and 4.

Article VIII. Sections 2 and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Section 2.

Article XII. Section 1. Patrolmen, yard watchmen.

## Texas &amp; Pacific Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

<sup>4</sup> Excluding Lake Charles & Northern Railroad Co.

<sup>5</sup> Excluding Southern Pacific Terminal Co.

Texas & Pacific Railway Co.—Contd.  
 Article VIII. Sections 1, 2, and 3.  
 Article IX. Sections 1, 2, 3, and 4.  
 Article XI. Sections 1 and 2.  
 Article XII. Section 1. Special agents, special officers, patrolmen and watchmen. Section 10.

\*Texas Midland Railroad.

Article II. Sections 1, 2, and 3.  
 \*Sections 4 and 5. Section 6.  
 Article III. \*Section 1. Section 2.  
 \*Section 4. Sections 5 and 7.  
 Article IV. \*Sections 2 and 3.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. \*Section 1. Sections 3 and 4.  
 Article VIII. Sections 1, 2, and 3.  
 Article IX. Sections 1, 2, 3, and 4.  
 Article XI. Sections 1 and 2.

\*Toledo & Ohio Central Railway Co.  
 Kanawha & Michigan Railway Co.  
 Kanawha & West Virginia Railroad Co.

Zanesville & Western Railway Co.

Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article XI<sup>6</sup>. Section 2.  
 Article XII. Section 1. Engineers, operators, firemen, oilers, and electricians employed on the coal and ore docks of the Toledo & Ohio Central Railway Co. at Toledo, Ohio.

Toledo, Peoria & Western Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Sections 2 and 3.  
 Article XI. Section 1.

Toledo Terminal Railroad Co.

Article IV. Sections 2, 3, and 4.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.

Trans-Mississippi Terminal Railroad Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 2, 3, and 4.  
 Article VII. Section 4.  
 Article VIII. Sections 1, 2, and 3.  
 Article IX. Sections 1, 2, 3, and 4.  
 Article X. Section 8.  
 Article XI. Sections 1 and 2.

Trinity & Brazos Valley Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Sections 1, 2, and 3.  
 Article IX. Sections 1, 2, 3, and 4.  
 Article XI. Sections 1 and 2.  
 Article XII. Section 1. Train porters.

Ulster & Delaware Railroad Co.

Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.

Union Depot Co. (Columbus, Ohio).

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

\*Union Pacific Railroad Co.

Ogden Union Railway & Depot Co.  
 Oregon Short Line Railroad Co.  
 St. Joseph & Grand Island Railway Co.

St. Joseph Terminal Railroad Co.

Article II. Sections 1, 2, 3, and 4.  
 \*Section 5. Section 6.  
 Article III. Sections 1, 2, 3, 4, 5, and 7.  
 Article IV. Sections 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Section 1. \*Section 2.  
 Article IX. Sections 2, 3, and 4.  
 Article XI. Section 1.

Union Railway Co. (Memphis, Tenn.).

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Section 2.  
 Article IX. Section 1.  
 Article XI. Section 2.  
 Article XII. Section 1. Policemen.

Virginia Railway Co.

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
 Article IV. Sections 1, 2, 3, and 4.  
 Article V. Sections 1 and 2.  
 Article VI. Sections 1, 2, 3, and 4.  
 Article VII. Sections 1, 3, and 4.  
 Article VIII. Sections 2 and 3.  
 Article IX. Sections 2, 3, and 4.  
 Article XI. Section 1.

\*Wabash Railway Co.

Article II. Sections 1, 2, 3, and 4.  
 \*Section 5. Section 6.

<sup>6</sup> Kanawha & Michigan Railway Co. only.

**\*Wabash Railway Co.—Continued.**

Article III. Sections 1, 2, 3, 4, and 5.

Article IV. Sections 1, 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1 and 2.

\*Section 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1 and 2.

**Washington Terminal Co.**

Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

Article IV. Sections 1, 2, 3, and 4.

Article V. Section 1.

Article VI. Sections 3 and 4.

Article VII. Section 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 2, 3, and 4.

**Weatherford, Mineral Wells & Northwestern Railway Co.**

Article II. Section 4. Baggage-room employees (porters only). Section 5. Janitors, elevator operators, station and warehouse watchmen. Sections 7, 8, and 9.

Article III. Section 3. Section foremen. Section 6. Section 7. Crossing watchmen or flagmen, and lamplighters and tenders. Section 8.

Article IV. Section 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Section 3. Coal passers.

**\*Western Maryland Railway Co.**

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

**\*Western Pacific Railroad Co.**

Article II. Sections 1, 2, and 3.

\*Sections 4 and 5.

Article III. Sections 1, 2, 3, and 4.

\*Sections 5 and 7.

Article IV. Sections 2 and 3.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1 and 2.

\*Section 3.

Article IX. Sections 2, 3, and 4.

Article XI. Section 1.

**Wheeling & Lake Erie Railway Co.**

Lorain & West Virginia Railway Co.

Article II. Sections 1, 2, 3, and 4.

Section 5. Janitors, and station and warehouse watchmen. Sections 6, 7, 8, and 9.

Article III. Section 6. Section 7. Crossing watchmen, lamplighters, and tenders. Section 8.

Article IV. Sections 2, 3, and 4.

Article V. Sections 1 and 2.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article VIII. Sections 1, 2, and 3.

Article IX. Sections 1, 2, 3, and 4.

Article XI. Sections 1, 2, and 3.

Article XII. Section 1. Traveling auditors and inspectors, policemen, engineering corps draftsmen, personal injury claim inspectors. Section 12.

**APPENDIX TO ADDENDUM NO. 1 TO DECISION NO. 147.**

For the purpose of including the new sections added by paragraphs 3 and 4 of Addendum No. 1 to Decision No. 147 and for ready reference to the original articles and sections of said decision, this appendix is attached hereto and made a part hereof.

**ARTICLE II.—CLERICAL AND STATION FORCES.**

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedule of decreases per hour:

(NOTE.—For clerks without previous experience hereafter entering the service of a carrier, rates of wages specified in section 3 (b), this article, are hereby established.)

Section 1. Storekeepers, assistant storekeepers, chief clerks, foremen, subforemen, and other clerical supervisory forces, 6 cents.

Section 2. (a) Clerks with an experience of two or more years in railroad clerical work, or clerical work of a similar nature in other industries, or where their cumulative experience in such clerical work is not less than two years, 6 cents.

(b) Clerks with an experience of one year and less than two years in railroad clerical work, or clerical work of a similar nature in other industries, or

where their cumulative experience in such clerical work is not less than one year, 13 cents.

Section 3. (a) Clerks whose experience as above defined is less than one year, 6½ cents.

(b) Clerks without previous experience hereafter entering the service will be paid a monthly salary at the rate of \$67.50 per month for the first six months, and \$77.50 per month for the second six months.

Section 4. Train and engine crew callers, assistant station masters, train announcers, gatemen, and baggage and parcel room employees (other than clerks), 10 cents.

Section 5. Janitors, elevator and telephone switchboard operators, office, station, and warehouse watchmen, and employees engaged in assorting waybills and tickets, operating appliances or machines for perforating, addressing envelopes, numbering claims and other papers, gathering and distributing mail, adjusting dictaphone cylinders, and other similar work, 10 cents.

Section 6. Office boys, messengers, chore boys, and other employees under 18 years of age, filling similar positions, and station attendants, 5 cents.

Section 7. Station, platform, warehouse, transfer, dock, pier, storeroom, stock-room, and team-track freight handlers or truckers, and others similarly employed, 6 cents.

Section 8. The following differentials shall be maintained between truckers and the classes named below:

(a) Sealers, scalers, and fruit and perishable inspectors, 1 cent per hour above truckers' rates as established under section 7.

(b) Stowers or stevedores, callers or loaders, locators and coopers, 2 cents per hour above truckers' rates as established under section 7.

The above shall not operate to decrease any existing higher differentials.

Section 9. All common laborers in and around stations, storehouses, and warehouses, not otherwise provided for, 8½ cents.

#### ARTICLE III.—MAINTENANCE OF WAY AND STRUCTURAL AND UNSKILLED FORCES SPECIFIED.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Bridge, building, painter, construction, mason and concrete, water supply, and plumber foremen (except water supply and plumber foremen coming under the provisions of section 1 of Article IV, this decision), 10 cents.

Section 2. Assistant bridge, building, painter, construction, mason and concrete, water supply, and plumber foremen, and for coal-wharf, coal-chute, and fence-gang foreman, pile-driver, ditching and hoisting engineers and bridge inspectors (except assistant water-supply and plumber foremen coming under the provisions of section 1 of Article IV, this decision), 10 cents.

Section 3. Section, track, and maintenance foremen, and assistant section, track, and maintenance foremen, 10 cents.

Section 4. Mechanics in the maintenance of way and bridge and building departments (except those that come under the provisions of the national agreement with the Federated Shop Trades), 10 cents.

Section 5. Mechanics' helpers in the maintenance of way and bridge and building departments (except those that come under the provisions of the national agreement with the Federated Shop Trades), 7½ cents.

Section 6. Track laborers, and all common laborers in the maintenance of way department and in and around shops and roundhouses, not otherwise provided for herein, 8½ cents.

Section 7. Drawbridge tenders and assistants, pile-driver, ditching and hoisting firemen, pumper engineers and pumpers, crossing watchmen or flagmen, and lamp lighters and tenders, 8½ cents.

Section 8. Laborers employed in and around shops and roundhouses, such as engine watchmen and wipers, fire builders, ash-pit men, flue borers, coal passers (except those coming under the provisions of section 3 of Article VIII, this decision), coal-chute men, etc., 10 cents.

## ARTICLE IV.—SHOP EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

(NOTE.—For car cleaners rates of wages fixed by a differential shown in section 4, this article, are hereby established.)

Section 1. Supervisory forces, 8 cents.

Section 2. Machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, carmen, molders, cupola tenders, and coremakers, including those with less than four years' experience, all crafts, 8 cents.

Section 3. Regular and helper apprentices and helpers, all classes, 8 cents.

Section 4. Car cleaners shall be paid a rate of 2 cents per hour above the rate established in section 6 of Article III, this decision, for regular track laborers at points where car cleaners are employed.

## ARTICLE V.—TELEGRAPHERS, TELEPHONERS, AND AGENTS.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Telegraphers, telephone operators (except switchboard operators), agents (except agents at small nontelegraph stations as referred to in Supplement No. 13 to General Order No. 27, Article IV, section (c), agent-telegraphers, agent-telephoners, towermen, levermen, tower and train directors, block operators, and staffmen, 6 cents.

Section 2. Agents at small nontelegraph stations as referred to in Supplement No. 13 to General Order No. 27, Article IV, section (c), 5 cents.

## ARTICLE VI.—ENGINE SERVICE EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per mile, per hour, or per day, as the case may be:

## SECTION 1.—PASSENGER SERVICE.

Class.	Per mile (cents).	Per day.	Class.	Per mile (cents).	Per day.
Engineers and motormen.....	.48	\$0.48	Helpers (electric).....	.48	\$0.48
Firemen (coal or oil).....	.48	.48			

## SECTION 2.—FREIGHT SERVICE.

Class.	Per mile (cents).	Per day.	Class.	Per mile (cents).	Per day.
Engineers (steam, electric, or other power).....	.64	\$0.64	Firemen (coal or oil).....	.64	\$0.64
			Helpers (electric).....	.64	.64

## SECTION 3.—YARD SERVICE.

Class.	Per hour (cents).	Class.	Per hour (cents).
Engineers.....	8	Helpers (electric).....	8
Firemen (coal or oil).....	8		

## SECTION 4.—HOSTLER SERVICE.

Class.	Per day.	Class.	Per day.
Outside hostlers.....	\$0.64	Helpers.....	\$0.64
Inside hostlers.....	.64		

## ARTICLE VII.—TRAIN SERVICE EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per mile, per day, or per month, as the case may be:

## SECTION 1.—PASSENGER SERVICE.

Class.	Per mile (cents).	Per day.	Per month.
Conductors.....	.4	\$0.60	\$18.00
Assistant conductors or ticket collectors.....	.4	.60	18.00
Baggagemen handling both express and dynamo.....	.4	.60	18.00
Baggagemen operating dynamo.....	.4	.60	18.00
Baggagemen handling express.....	.4	.60	18.00
Baggagemen.....	.4	.60	18.00
Flagmen and brakemen.....	.4	.60	18.00

## SECTION 2.—SUBURBAN SERVICE (EXCLUSIVE).

Class.	Per mile (cents).	Per day.	Per month.
Conductors.....	.4	\$0.60	\$18.00
Ticket collectors.....	.4	.60	18.00
Guards performing duties of brakemen or flagmen.....	.4	.60	18.00

## SECTION 3.—FREIGHT SERVICE.

Class.	Per mile (cents).	Per day.
Conductors (through).....	.64	\$0.64
Flagmen and brakemen (through).....	.64	.64
Conductors (local or way freight).....	.64	.64
Flagmen and brakemen (local or way freight).....	.64	.64

## SECTION 4.—YARD SERVICE.

Class.	Per day.
Foremen.....	\$0.64
Helpers.....	.64
Switchtenders.....	.64

## ARTICLE VIII.—STATIONARY ENGINE (STEAM) AND BOILER-ROOM EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Stationary engineers (steam), 8 cents.

Section 2. Stationary firemen and engine-room oilers, 8 cents.

Section 3. Boiler-room water tenders and coal passers, 6 cents.

## ARTICLE IX.—SIGNAL DEPARTMENT EMPLOYEES.

For the specific classes listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Signal foremen, assistant signal foremen, and signal inspectors, 8 cents.

Section 2. Leading maintainers, gang foremen, and leading signalmen, 8 cents.

Section 3. Signalmen, assistant signalmen, signal maintainers, and assistant signal maintainers, 8 cents.

Section 4. Helpers, 6 cents.

## ARTICLE X.—FLOATING EQUIPMENT EMPLOYEES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, the following schedules of decreased rates of pay are established:

Section 1.—Ferries:	Per month.	Section 3.—Lighters and barges—Continued.	Per month.
Captains-----	\$200.00	Captains, hand-winch lighters and covered barges-----	\$130.00
Engineers-----	190.00	Section 4.—Lighters and barges:	
Firemen and oilers (licensed)-----	140.00	Captains, hand-hoist barges, covered lighters-----	120.00
Firemen and oilers (unlicensed)-----	140.00	Captains, steam hoist, single drum-----	125.00
Deckhands-----	125.00	Captains, steam hoist, double drum-----	130.00
Porters-----	100.00	Engineers, steam hoist, single drum-----	135.00
Section 2.—Tugs and steam lighters:		Engineers, steam hoist, double drum-----	140.00
Captains-----	200.00	Section 5.—New York Harbor:	
Mates and first deckhands (licensed)-----	130.00	Tugboats—	
First deckhands (unlicensed)-----	130.00	Captains-----	200.00
Second deckhands-----	125.00	Pilots (Port Reading coal-towing lines)-----	180.00
Floatmen and float watchmen-----	125.00	Engineers-----	190.00
Engineers-----	190.00	Assistant engineers (Port Reading coal-towing lines)-----	180.00
Firemen and oilers (licensed)-----	140.00	Firemen-----	140.00
Firemen and oilers (unlicensed)-----	140.00	Deckhands-----	125.00
Bridgemen-----	125.00	Stewards-----	125.00
Section 3.—Lighters and barges:		Section 6.—Philadelphia harbor:	
Captains, steam hoist, single drum-----	135.00	(a) Ferries <sup>7</sup> —	
Engineers, steam hoist, single drum-----	145.00	Pilots-----	170.30
Captains, steam hoist, double drum-----	140.00	Extra pilots-----	130.22
Engineers, steam hoist, double drum-----	150.00	Engineers-----	170.30
Captains, derricks, under 30-ton hoist-----	140.00	Extra engineers-----	130.22
Engineers, derricks, under 30-ton hoist-----	150.00	Firemen-----	118.64
Captains, derricks, 30-ton hoist and over-----	150.00	Wheelmen-----	110.07
Engineers, derricks, 30-ton hoist and over-----	160.00	Deckhands-----	107.20
Mates, derricks-----	100.00		

<sup>7</sup> Rates based on eight hours per day.

Section	C.—Philadelphia harbor—Continued.	Per month.
	Bridgemen-----	\$107.20
	Firemen's helpers-----	107.20
(b)	Tugs and car floats-----	
	Captains-----	130.96
	Engineers-----	120.16
	Mates-----	91.00
	Firemen-----	90.84
	Deckhands-----	90.84
	Floatmen-----	90.84
	Bridgemen-----	90.84
(c)	Dredges, floating elevators and barges-----	
	Runners-----	Per hour.
	Engineers-----	\$0.6975
	Firemen-----	.665
	Deck hands-----	.5525
	Mates-----	.5025
	Watchmen-----	.5625
	Watchmen-----	.2975
(d)	Floating elevators-----	
	Engineers-----	.645
	Firemen-----	.5125
	Marine leg tenders-----	.5125
	Weighers-----	.645
	Assistant weighers-----	.57
	Watchmen-----	.3775
	Carpenter-----	.645
(e)	Barges-----	
	Bargemen-----	Per month.
	Bargemen-----	\$121.52
(f)	Shore workers-----	
	Slip tenders-----	Per hour.
	Tug steward-----	\$0.41
	Float captains-----	.43
	Float captains-----	Per month.
	Float captains-----	\$140.00
Section 7.—Hampton Roads district:		
(a)	Ferries-----	
	Pilots-----	195.00
	First mate-----	160.00
	Second mate-----	150.00
(b)	Tugboats-----	
	Pilots-----	192.00
	Mates-----	145.00
(c)	Tugboats-----	
	Captains (days)-----	170.00
	Captains (nights)-----	160.00
	Engineers (days)-----	170.00
	Engineers (nights)-----	160.00
	Deck hands-----	Per day.
	Deck hands-----	\$4.00
	Firemen-----	4.00
(d)	Barges (passenger)-----	
	Barge masters-----	Per month.
	Barge masters-----	\$102.00
Section 8.—New Orleans district:		
	Captains-----	210.00
	Pilots-----	200.00
	Mates-----	120.00

Section	8.—New Orleans district—Continued.	Per month.
	Chief engineers-----	\$195.00
	Assistant engineers-----	170.00
	Firemen-----	111.50
	Deck hands-----	106.50
	Water tenders-----	116.50
	Oilers-----	95.00
Section 9.—Natchez, Miss.:		
	Chief masters-----	185.00
	Master-----	161.80
	Engineer-----	145.00
	Car checker-----	89.00
	Firemen-----	Per day.
	Firemen-----	\$3.60
	Tug deck hands-----	3.25
	Coal passer-----	3.10
	Watchman-----	3.20
	Barge deck hands-----	Per trip.
	Barge deck hands-----	\$0.27
Section 10.—Cairo, Ill.:		
	Master-----	Per month.
	Master-----	\$220.00
	Pilots-----	195.00
	First engineer-----	195.00
	Second engineer-----	175.00
	Third engineer-----	175.00
	Firemen-----	116.50
	Water tenders-----	116.50
	Deck hands-----	110.00
	Coal passers-----	110.00
	Cradle tenders-----	110.00
Section 11.—St. Louis, Mo.:		
	Master-----	174.00
	First engineer-----	156.20
	Second engineer-----	138.35
	Third engineer-----	138.35
	Mate-----	135.00
	Carpenter and watchman-----	129.00
	Sailor and deck hand-----	93.20
	Deck hands-----	84.75
	Firemen-----	94.70
Section 12.—Tennessee River:		
	Master-----	Per day.
	Master-----	\$4.56
	Pilots-----	4.56
	Engineers-----	4.56
	Mate and clerk-----	4.56
	Mate-----	4.56
	Firemen-----	3.15
	Watchmen-----	2.90
	Deck hands-----	2.90
	Carpenters-----	Per month.
	Carpenters-----	\$100.00
Section 13.—Duluth, Minn.:		
	Master-----	230.00
	Mate-----	230.00
	Chief engineer-----	230.00
	Assistant engineer-----	230.00
	Firemen-----	155.00
	Deck hands-----	155.00

## ARTICLE XI.—OTHER SUPERVISORY FORCES.

For the specific classes of employees listed herein and named or referred to in connection with a carrier affected by this decision, use the following schedules of decreases per hour:

Section 1. Train dispatchers, 8 cents.

Section 2. Yardmasters and assistant yardmasters, 8 cents.

## ARTICLE XII.—MISCELLANEOUS EMPLOYEES.

For the miscellaneous classes of supervisors and employees not specifically listed under any article, named in connection with a carrier affected by this decision, use the following rule for making decreases:

Section 1. For miscellaneous classes of supervisors and employees in the hereinbefore-named departments properly before the Labor Board and named in connection with a carrier affected by this decision, deduct an amount equal to the decreases made for the respective classes to which the miscellaneous classes herein referred to are analogous.

Section 2. The intent of section 1, this article, is to extend this decision to certain miscellaneous classes of supervisors and employees submitted by the carriers, not specifically listed under any section in the classified schedules of decreases, and authorize decreases for such employees in the same amounts as provided in the schedules of decreases for analogous service.

For the specific classes of employees listed in the following sections of this article and named or referred to in connection with a carrier affected by this decision, deduct from the amount of increases granted since February 29, 1920, the following per cent of such increases:

Section 3. Chefs in bridge and building department and chefs in extra gangs, 60 per cent.

Section 4. (a) *Restaurants*.—Managers, assistant managers, cashiers, head waiters and head waitresses, waiters and waitresses, bus boys and scrub girls, chefs, cooks, bakers, dishwashers, yardman, carvers and cold-meat men, vegetable man, storeroom man, linen-room man, pantrymen and pantry girls, lunch-counter clerk, house man, housekeeper, maids, and porters, 60 per cent.

(b) *Dining cars*.—Stewards, chefs, cooks, waiters, and buffet porters, 60 per cent.

(c) *Laundry workers*.—Washmen, assistant washmen, foreladies, seamstresses, body ironers, and manglers, 60 per cent.

Section 5. Cooks in maintenance of way department, 60 per cent.

Section 6. Cooks and camp men in extra gangs, cooks in carpenter gangs, and cooks in Russellton Hotel, 60 per cent.

Section 7. Dining-car stewards, 60 per cent.

Section 8. Stewards, cooks, waiters, and porters, 60 per cent.

Section 9. (a) *Restaurants and hotels*.—Stewards, managers, chefs, cooks, dishwashers, pantrymen, waiters, porters, bed makers, and barbers, 60 per cent.

(b) *Ferry restaurants*.—Stewards, chefs, cooks, waiters, porters, and dishwashers, 60 per cent.

(c) *Dining cars*.—Stewards, chefs, cooks, pantrymen, waiters, bus boys, and cabinet, buffet, and chair-car porters, 60 per cent.

(d) *Miscellaneous*.—Commissary helpers, laundry workers, and chauffeurs, 60 per cent.

Section 10. (a) *Restaurants*.—Managers, cooks, waiters, maids, and porters, 60 per cent.

(b) *Dining cars*.—Cooks and waiters, 60 per cent.

Section 11. Stewards, chefs, cooks, pantrymen, and waiters, 60 per cent.

Section 12. Waitresses, parlor-car chefs, and porters, 60 per cent.

## ARTICLE XIII.—GENERAL APPLICATION.

The general regulations governing the application of this decision are as follows:

Section 1. The provisions of this decision will not apply in cases where amounts less than \$30 per month are paid to individuals for special service which takes only a part of their time from outside employment or business.

Section 2. Decreases specified in this decision are to be deducted on the following basis:

(a) For employees paid by the hour, deduct the hourly decrease from the hourly rate.

(b) For employees paid by the day, deduct eight times the hourly decrease from the daily rate.

(c) For employees paid by the month, deduct 204 times the hourly decrease from the monthly rate.

Section 3. The decreases in wages and the rates hereby established shall be incorporated in and become a part of existing agreements or schedules, or future negotiated agreements or schedules, and shall remain in effect until or unless changed in the manner provided by the Transportation Act, 1920.

Section 4. It is not intended in this decision to include or make decreases in wages for any officials of the carriers affected except that class designated in the Transportation Act, 1920, as "subordinate officials," and who are included in the act as within the jurisdiction of this Board. The act provides that the term "subordinate officials" includes officials of carriers of such class or rank as the Interstate Commerce Commission shall designate by regulation duly formulated and issued. Hence, whenever in this decision words are used, such as "foremen," "supervisors," etc., which may apply to officials, such words are intended to apply to only such classes of subordinate officials as are now or may hereafter be defined and classified by the Interstate Commerce Commission as "subordinate officials" within the meaning of the Transportation Act, 1920.

## ARTICLE XIV.—INTERPRETATION OF THIS DECISION.

Should a dispute arise between the management and the employees of any of the carriers as to the meaning or intent of this decision, which can not be decided in conference between the parties directly interested, such dispute shall be referred to the United States Railroad Labor Board in the manner provided by the Transportation Act, 1920.

Section 1. All such disputes shall be presented in a concrete and joint signed statement setting forth:

(a) The article of this decision involved.

(b) The facts in the case.

(c) The position of the employees.

(d) The position of the management thereon.

Where supporting documentary evidence is used it shall be attached to the application for decision in the form of exhibits.

Section 2. Such presentations shall be transmitted to the secretary of the United States Railroad Labor Board, who shall place same before the Labor Board for final disposition.

## ADDENDUM NO. 2 TO DECISION NO. 147.—DOCKET 353.

*Chicago, Ill., July 1, 1921.*

Decision No. 147 (Docket 353).—New York Central Railroad Co. et al. *v.* Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al.

Entry.—Relating to the Chicago, Milwaukee & Gary Railway Co. et al. and the Specific Classes of Employees Named or Referred to Under Each Particular Carrier.

The United States Railroad Labor Board, acting upon the written application of the carriers hereinafter named in Article I of this addendum, hereby renders a decision upon a series of controversies between the carriers and the representatives of certain employees of the carriers, involving the question of what shall constitute just and reasonable wages. The various controversies were considered in conference between representatives designated and authorized by the parties, and not having been decided in such conference were referred to the Labor Board for hearing and decision.

The Labor Board decides that Decision No. 147 shall apply to the carriers hereinafter named and to the specific classes of employees named or referred to under each of said carriers with the same force and effect as if the said carriers and employees had been named originally in said decision, and hereby issues the following

## ADDENDUM, EFFECTIVE JULY 1, 1921.

1. Add to the list of carriers and organizations named as parties to the dispute in Docket 353, Decision No. 147, the carriers and the organization hereinafter named under the caption, "Parties to the dispute."

2. Add to Article I of Decision No. 147 the carriers (found named as original parties to Docket 353, or by addendum made parties thereto) hereinafter named under the caption, "Article 1—Carriers and employees affected."

3. Add to the Grand Trunk Railway System (Western Lines) and the Boston & Maine Railroad, wherever listed in Decision No. 147 or Addendum No. 1 thereto, the names of the subsidiary lines hereinafter named in connection with these carriers under the caption, "Parties to the dispute."

## PARTIES TO THE DISPUTE.

The carriers hereby added as parties to the dispute in Docket 353, Decision No. 147, each of which has a dispute with one or more of the organizations named in said decision, are:

Atlanta Terminal Co. <sup>1</sup>	Mississippi Central Railroad Co.
Chicago, Milwaukee & Gary Railway Co.	Pittsburg & Shawmut Railroad.
	Pullman Co.
Kentucky & Indiana Terminal Railroad Co.	San Diego & Arizona Railway.
	Savannah Union Station Co. <sup>2</sup>

<sup>1</sup> Included in Article I of Addendum No. 1 to Decision No. 147.

Southern Railway Co.  
 Alabama Great Southern Railroad Co.  
 Atlantic & Yadkin Railway Co.  
 Cincinnati, Burnside & Cumberland River Railway Co.  
 Cincinnati, New Orleans & Texas Pacific Railway Co.  
 Georgia Southern & Florida Railway Co.

Southern Railway Co.—Continued.  
 Harriman & Northeastern Railroad.  
 New Orleans & Northeastern Railroad Co.  
 New Orleans Terminal Co.  
 Northern Alabama Railway Co.  
 St. Johns River Terminal Co.

The carriers listed below have been previously designated as parties to the dispute in Docket 353, and are relisted herein for the purpose of naming the subsidiary lines:

Boston & Maine Railroad.  
 Barre & Chelsea Railroad.  
 Montpelier & Wells River Railroad.  
 St. Johnsbury & Lake Champlain Railroad.  
 Sullivan County Railroad.  
 Vermont Valley Railroad.  
 York Harbor & Beach Railroad.  
 Grand Trunk Railway System (Western Lines).  
 Atlantic & St. Lawrence Railroad.  
 Champlain & St. Lawrence Railroad.  
 Chicago, Detroit & Canada Grand Trunk Junction Railroad.

Cincinnati, Saginaw & Mackinaw Railroad.  
 Detroit, Grand Haven & Milwaukee Railroad.  
 Grand Trunk Western Railway.  
 Lewiston & Auburn Railroad.  
 Michigan Air Line Railway.  
 Pontiac, Oxford & Northern Railroad.  
 St. Clair Terminal Railroad.  
 Toledo, Saginaw & Muskegon Railroad.  
 United States & Canada Railroad.

The organization hereby added as a party to the dispute in Docket 353, Decision No. 147, which has a dispute with one or more of the carriers named in said decision, is:

International Association of Bridge, Structural, and Ornamental Iron Workers.

#### ARTICLE I—CARRIERS AND EMPLOYEES AFFECTED.

Each of the following carriers shall make deductions from the rates of wages heretofore established by the authority of the United States Railroad Labor Board, for the specific classes of its employees named or referred to in this article, using the schedule of decreases and rules governing reference to article and section numbers heretofore printed in Decision No. 147 and reproduced in Addendum No. 1 thereto.

NOTE.—An asterisk is used to indicate the names of carriers previously listed in Decision No. 147 or Addendum No. 1 thereto. These carriers are renamed in this addendum for the purpose of including certain classes of their employees not named or referred to in said decision.

An asterisk is also used to indicate the section numbers previously used in Decision No. 147 or Addendum No. 1 thereto for naming certain classes of employees. Such section numbers are used again for the purpose of naming certain additional classes or to include the remainder of the classes covered by said section, as the case may be.

\*Alabama & Vicksburg Railway Co.  
 Vicksburg, Shreveport & Pacific Railway Co.  
 Article III. Section 7.  
 Article VIII. Sections 1, 2, and 3.

\*Atlanta Terminal Co.  
 Article V. Section 1.  
 Article IX. Sections 2, 3, and 4.  
 \*Baltimore & Ohio Railroad Co.  
 Article XI. Section 1.

- \*Charleston & Western Carolina Railway Co.  
Article IV. Section 1.  
Article XI. Section 2.
- \*Chicago, Indianapolis & Louisville Railway Co.  
Article XI. Section 1.  
Chicago, Milwaukee & Gary Railway Co.  
Article II. Sections 1, 2, 3, 5, 6, 7, and 9.  
Article III. Sections 1, 3, 6, 7, and 8.  
Article IV. Sections 1, 2, and 3.  
Article V. Sections 1 and 2.  
Article VI. Sections 2, 3, and 4.  
Article VII. Sections 3 and 4.  
Article VIII. Section 2.  
Article XI. Section 1.
- \*Cleveland, Cincinnati, Chicago & St. Louis Railway Co.  
Cincinnati Northern Railroad Co.  
Evansville, Indianapolis & Terre Haute Railway Co.  
Article XI. Section 1.
- \*Galveston Wharf Co.  
Article II. Sections 2, 3, and 7.  
Article III. Section 3.  
Article VIII. Sections 1, 2, and 3.
- Kentucky & Indiana Terminal Railroad Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Section 1.  
Article VI. Sections 3 and 4.  
Article VII. Section 4.
- \*Louisville & Nashville Railroad Co.  
Article VII. Section 1.
- Mississippi Central Railroad Co.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.  
Article XI. Section 1.
- \*Monongahela Railway Co.  
Article XI. Section 1.
- \*Norfolk & Western Railway Co.  
Article XI. Section 1.
- Pittsburg & Shawmut Railroad.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.  
Article XI. Section 1.
- Pullman Co.  
Article II. Sections 1, 2, 3, 5, 6, and 9.  
Article IV. Sections 1, 2, 3, and 4.
- \*St. Louis Southwestern Railway Co.  
St. Louis Southwestern Railway Co., of Texas.  
Article XI. Section 2.
- San Diego & Arizona Railway.  
Article II. Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.  
Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.  
Article IV. Sections 1, 2, 3, and 4.  
Article V. Sections 1 and 2.  
Article VI. Sections 1, 2, 3, and 4.  
Article VII. Sections 1, 3, and 4.  
Article VIII. Sections 1, 2, and 3.  
Article IX. Sections 1, 2, 3, and 4.  
Article XI. Sections 1 and 2.
- (NOTE.—Reductions herein authorized for this carrier shall apply only to employees increased under the provisions of Decision No. 2. Employees otherwise increased to be covered by separate decision.)
- \*Seaboard Air Line Railway Co.  
Article II. Section 1.  
Article VI. Section 4.  
Article VII. Section 4. Switch-tenders.
- \*Southern Pacific Lines in Texas and Louisiana.  
Direct Navigation Co.  
Galveston, Harrisburg & San Antonio Railway Co.  
Houston & Shreveport Railroad Co.  
Houston & Texas Central Railroad Co.  
Houston, East & West Texas Railway Co.  
Iberia & Vermilion Railroad Co.  
Lake Charles & Northern Railroad Co.  
Louisiana Western Railroad Co.  
Morgan's Louisiana & Texas Railroad & Steamship Co.  
Southern Pacific Terminal Co.  
Texas & New Orleans Railroad Co.  
Article II. Sections 1, 2, and 3.  
\*Sections 4, 5, and 6.
- Southern Railway Co.  
Alabama Great Southern Railroad Co.  
Atlantic & Yadkin Railway Co.  
Cincinnati, Burnside & Cumberland River Railway Co.  
Cincinnati, New Orleans & Texas Pacific Railway Co.  
Georgia Southern & Florida Railway Co.  
Harriman & Northeastern Railroad.  
New Orleans & Northeastern Railroad Co.  
New Orleans Terminal Co.  
Northern Alabama Railway Co.

Southern Railway Co.—Continued.  
St. Johns River Terminal Co.

Article II. Sections 7 and 8.

Article IV.<sup>2</sup> Sections 2, 3, and 4.

Article VI. Sections 1, 2, 3, and 4.

Article VII. Sections 1, 3, and 4.

Article IX. Sections 2, 3, and 4.

Article XI. Section 1.

\*Spokane, Portland & Seattle Railway Co.

Oregon Electric Railway Co.

\*Spokane, Portland & Seattle Railway Co.—Continued.

Oregon Trunk Railway.

Article V. Sections 1 and 2.

\*Toledo, Peoria & Western Railway Co.

Article IV. Section 1.

Article VIII. Section 1.

\*Wheeling & Lake Erie Railway Co.

Lorain & West Virginia Railway Co.

Article III. Section 3.

### ADDENDUM NO 3 TO DECISION NO. 147.—DOCKET 353.

*Chicago, Ill., October 11, 1291.*

Decision No. 147 (Docket 353)—New York Central Railroad Co. et al. *v.* Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al.

**Entry.**—Relating to the Manistique & Lake Superior Railroad Co. et al. and the Specific Classes of Employees Named or Referred to under Each Particular Carrier.

The United States Railroad Labor Board acting upon the written application of the carriers hereinafter named in Article I of this addendum, hereby renders a decision upon a series of controversies between the carriers and the representatives of certain employees of the carriers, involving the question of what shall constitute just and reasonable wages. The various controversies were considered in conference between representatives designated and authorized by the parties, and not having been decided in such conference were referred to the Labor Board for hearing and decision.

The Labor Board decides that Decision No. 147 shall apply to the carriers hereinafter named and to the specific classes of employees named or referred to under each of said carriers with the same force and effect as if the said carriers and employees had been named originally in said decision, except that the effective date shall be October 16, 1921, as set out below, instead of July 1, 1921, as shown in Decision No. 147, and hereby issues the following

#### ADDENDUM, EFFECTIVE OCTOBER 16, 1921.

1. Add to the list of carriers named as parties to the dispute in Docket 353, Decision No. 147, the carriers hereinafter named under the caption, "Parties to the dispute."

2. Add to Article I of Decision No. 147 the carriers (found named as original parties to Docket 353, or by addendum made parties thereto) hereinafter named under the caption, "Article I—Carriers and employees affected."

#### PARTIES TO THE DISPUTE.

The carriers hereby added as parties to the dispute in Docket 353, Decision No. 147, each of which has a dispute with one or more of the organizations named in said decision, are:

Manistique & Lake Superior Railroad Co.

Norfolk & Portsmouth Belt Line Railroad.

<sup>2</sup> Dose not include Cincinnati, Burnside & Cumberland River Railway Co.

## ARTICLE I.—CARRIERS AND EMPLOYEES AFFECTED.

Each of the following carriers shall make deductions from the rates of wages heretofore established by the authority of the United States Railroad Labor Board, for the specific classes of its employees named or referred to in this article, using the schedule of decreases and rules governing reference to article and section numbers heretofore printed in Decision No. 147 and reproduced in Addendum No. 1 thereto.

NOTE.—An asterisk is used to indicate the names of carriers previously listed in Decision No. 147 or addenda thereto. These carriers are renamed in this addendum for the purpose of including certain classes of their employees not named or referred to in said decision.

An asterisk is also used to indicate the section numbers previously used in Decision No. 147 or in addenda thereto for naming certain classes of employees. Such section numbers are used again for the purpose of naming certain additional classes or to include the remainder of the classes covered by said section, as the case may be.

\*Gulf Coast Lines.

Beaumont, Sour Lake & Western Railway Co.	Manistique & Lake Superior Railroad Co.
Houston Belt & Terminal Railway Co.	Article III. Sections 1, 2, 3, 4, 5, 6, 7, and 8.
New Iberia & Northern Railroad Co.	Article IV. Sections 1, 2, 3, and 4.
New Orleans, Texas & Mexico Railway Co.	Article VI. Sections 1, 2, 3, and 4.
Orange & Northwestern Railroad Co.	Article VII. Sections 1, 3, and 4.
St. Louis, Brownsville & Mexico Railway Co.	Norfolk & Portsmouth Belt Line Railroad.
Article V. Section 2.	Article VI. Section 3.
Article VI. *Section 1. <sup>1</sup> Firemen and helpers. Section 2. <sup>9</sup> Firemen and helpers. Section 3. <sup>9</sup> Firemen and helpers. Section 4.	Article VII. Section 4.
	*Seaboard Air Line Railway Co.
	Article XI. Section 1.

## ADDENDUM NO. 1 TO DECISION NO. 215.—DOCKET 353-96G.

*Chicago, Ill., October 11, 1921.*

Decision No. 215 (Docket 353-96G).—Fort Smith & Western Railroad *v.* Certain Clerical and Station Employees.

Entry.—Relating to the Inclusion of Certain Specified Employee and Subordinate Officials.

The Labor Board decides that Decision No. 215 shall apply to the employee and subordinate officials hereinafter named with the same force and effect as if such employee and subordinate officials had been named originally in said decision, except that the effective date shall be October 16, 1921, as set out below, instead of July 1, 1921, as shown in Decision No. 215, and hereby issues the following

<sup>1</sup> Excluding the Beaumont, Sour Lake & Western Railway and the New Orleans, Texas & Mexico Railway Co.

## ADDENDUM, EFFECTIVE OCTOBER 16, 1921.

Add to the list of positions enumerated in subdivision 1 of Decision No. 215, the following:

One (1) car repair foreman, one (1) roundhouse foreman, and one (1) telegraph lineman.

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## ADDENDUM NO. 1 TO DECISION NO. 218.—DOCKET 404.

*Chicago, Ill., August 5, 1921.*

Decision No. 218 (Docket 404).—Railway Employees' Department, A. F. of L. (Federated Shop Crafts), *v.* Pennsylvania System.

**Entry.**—Modifying Decision No. 218 to the Extent That the Method of Election of Representatives of Employees Shall Be by Secret Ballot.

In Decision No. 218, the Railroad Labor Board, in ordering an election on the Pennsylvania System for the selection of representatives of the class of employees involved to confer with the carrier on rules and working conditions, directed that each employee voting should show on his ballot his name, craft, place of employment, and whether working or furloughed, and should then seal and forward the ballot to the proper committee.

The purpose of this provision was to make it easy to check up the voters and eliminate any ballots cast by those not eligible to vote, this being the established method of taking a ballot among the railway labor organizations.

The attention of the Board has since been called to the fact that this method of balloting in this instance would be objectionable, because there is such conflict of interest as renders a secret ballot desirable.

The Labor Board therefore orders that said Decision No. 218 be modified to the extent that the representatives of the carrier and the employees, in their conference which the Board has directed to be held on or before August 10, 1921, be authorized to make such changes in said plan of election as are necessary to preserve the absolute secrecy of the ballot.

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## ADDENDUM NO. 1 TO DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., September 14, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. *v.* Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

**Entry.**—Relating to the Atchison, Topeka & Santa Fe Railway Co. et. al. and to Their Employees in the Shop Crafts.

The Labor Board decides that Decision No. 222 shall apply to the carriers hereinafter named and to their employees in the shop crafts with the same force and effect as if the said carriers had been

named originally in said decision, except that the effective date shall be September 16, 1921, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

ADDENDUM, EFFECTIVE SEPTEMBER 16, 1921.

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 222, the following carriers:

Atchison, Topeka & Santa Fe Railway Co.  
Beaumont Wharf & Terminal Co.  
Gulf, Colorado & Santa Fe Railway Co.  
Panhandle & Santa Fe Railroad.  
Rio Grande, El Paso & Santa Fe R. R. Co.  
Fort Worth & Denver City Railway Co.  
Wichita Valley Railway Co.  
Kansas City Terminal Railway Co.  
Midland Valley Railroad.  
Peoria & Pekin Union Railway Co.  
Pere Marquette Railway Co.  
Texas & Pacific Railway.

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ADDENDUM NO. 2 TO DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., September 26, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. *v.* Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

Entry.—Relating to the New York, New Haven & Hartford Railroad Co. and to Its Employees in the Shop Crafts.

The Labor Board decides that Decision No. 222 shall apply to the carrier hereinafter named and to its employees in the shop crafts with the same force and effect as if the said carrier had been named originally in said decision, except that the effective date shall be October 1, 1921, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

ADDENDUM, EFFECTIVE OCTOBER 1, 1921.

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 222, the following carrier:

New York, New Haven & Hartford Railroad Co.

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ADDENDUM NO. 3 TO DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., October 8, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. *v.* Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

Entry.—Relating to the Addition of Certain Specified Rules.

Acting under authority of the Transportation Act, 1920, and pursuant to Decision No. 119, the United States Railroad Labor Board

hereby promulgates certain specified rules which it has determined to be just and reasonable, in addition to those issued in Decision No. 222, and decides that these rules shall apply to the carriers and the organizations named in said decision and those thereafter included by addenda with the same force and effect as if the specified rules had been contained originally in said decision, except that the effective date shall be October 16, 1921, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

ADDENDUM, EFFECTIVE OCTOBER 16, 1921.

Add to the rules promulgated in Decision No. 222 (Docket 475) the following:

Rule 1. Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.

This rule is intended to remove the inhibition against piecework contained in rule 1 of the shop crafts' national agreement and to permit the question to be taken up for negotiation on any individual railroad in the manner prescribed by the Transportation Act.

Rule 2. (Rule adopted as substitute for rules 2, 3, 4, and 5 of the national agreement.) There may be one, two, or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officers and the employees' committee based on actual service requirements.

The time and length of the lunch period shall be subject to mutual agreement.

Rule 8. Employees regularly assigned to work on Sundays or holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

Rule 18. When new jobs are created or vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them. All vacancies or new jobs created will be bulletined. Bulletins must be posted five (5) days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman.

An employee exercising his seniority rights under this rule will do so without expense to the carrier; he will lose his right to the job he left; and if after a fair trial he fails to qualify for the new position, he will have to take whatever position may be open in his craft.

Rule 31. Seniority of employees in each craft covered by this agreement shall be confined to the point employed in each of the following departments, except as provided in special rules of each craft: Maintenance of way (bridge and building where separate from maintenance of way department); maintenance of equipment; maintenance of telegraph; maintenance of signals. Four sub-

divisions of the carmen as follows: Pattern makers; upholsterers; painters; other carmen.

The seniority lists will be open to inspection and copy furnished the committee.

Rule 46. Applicants for employment may be required to take physical examination at the expense of the carrier to determine the fitness of the applicant to reasonably perform the service required in his craft or class. They will also be required to make a statement showing address of relatives, necessary four (4) years' experience, and name and local address of last employer.

Rule 48. Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.

At the option of the injured party, personal injury settlements may be handled by the duly authorized representatives of the employee with the duly authorized representative of the carrier. Where death or permanent disability results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

Rule 50. Existing conditions in regard to shop trains will be continued unless changed by mutual agreement, or unless, after disagreement between the carrier and employees, the dispute is properly brought before the Labor Board and the Board finds the continuance of existing conditions unjust and unreasonable, and orders same discontinued or modified.

The company will endeavor to keep shop trains on schedule time, properly heated and lighted, and in a safe, clean, and sanitary condition. This not to apply to temporary service provided in case of emergency.

Rule 55. Work of scraping engines, boilers, tanks, and cars or other machinery will be done by crews under the direction of a mechanic.

Rule 60. At the close of each week one minute for each hour actually worked during the week will be allowed employees for checking in and out and making out service cards on their own time.

Rule 61. Any man who has served an apprenticeship or has had four (4) years' experience at the machinists' trade and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive whatsoever shall constitute a machinist.

Rule 65. Machinists assigned to running repairs shall not be required to work on dead work at points where dead-work forces are maintained except when there is not sufficient running repairs to keep them busy.

Rule 66. Dead work means all work on an engine which cannot be handled within twenty-four (24) hours by the regularly assigned running-repair forces maintained at point where the question arises.

Rule 67. Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair

forces are unable to get engines out in time to prevent delay to train movement.

Rule 68. In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wreck foreman.

Rule 77. At points where there are ordinarily fifteen (15) or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in connection with other machinist's work and will be allowed five cents (5c) per hour above the machinist's minimum rate at the point employed.

At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to Federal reports, they will be paid five cents (5c) per hour above the machinist's minimum rate at the point employed for the days on which such inspections are made.

Autogenous welders shall receive five cents (5c) per hour above the minimum rate paid mechanics at the point employed.

Rule 78. Any man who has served an apprenticeship or has had four (4) years' experience at the trade, who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks, and details thereof, and complete same in a mechanical manner, shall constitute a boiler maker.

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#### ADDENDUM NO. 4 TO DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., October 13, 1921.*

Decision No. 222 (Docket 475.—Chicago & North Western Railway Co. et al. v. Railway Employees' Department, A. F. of L (Federated Shop Crafts).

**Entry.—Relating to the Alabama & Vicksburg Railway Co. et al. and to Their Employees in the Shop Crafts.**

The Labor Board decides that Decision No. 222 shall apply to the carriers hereinafter named and to their employecs in the shop crafts with the same force and effect as if the said carriers had been named originally in said decision, except that the effective date shall be October 16, 1921, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

ADDENDUM, EFFECTIVE OCTOBER 16, 1921.

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 222, the following carriers:

Alabama & Vicksburg Railway Co.

Vicksburg, Shreveport & Pacific Railway Co.

Central New England Railway Co.

Chicago, Kalamazoo & Saginaw Railway Co.

Gulf Coast Lines.

Houston Belt & Terminal Railway Co.

Southern Pacific Co. (Pacific System).  
 Southern Pacific Lines in Texas and Louisiana.  
     Galveston, Harrisburg & San Antonio Railway Co.  
     Houston & Shreveport Railroad Co.  
     Houston & Texas Central Railroad Co.  
     Houston, East & West Texas Railway Co.  
     Iberia & Vermilion Railroad Co.  
     Louisiana Western Railroad Co.  
     Morgan's Louisiana & Texas Railroad & Steamship Co.  
     Southern Pacific Terminal Co.  
     Texas & New Orleans Railroad Co.  
 Wheeling & Lake Erie Railway Co.  
 Lorain & West Virginia Railway Co.

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**ADDENDUM NO. 5 TO DECISION NO. 222.—DOCKET 475.**

*Chicago, Ill., November 14, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. *v.* Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

**Entry.—Relating to the El Paso & Southwestern System and Its Employees in the Shop Crafts.**

The Labor Board decides that Decision No. 222 shall apply to the carrier hereinafter named and to its employees in the shop crafts with the same force and effect as if the said carrier had been named originally in said decision, except that the effective date shall be November 16, 1921, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

**ADDENDUM, EFFECTIVE NOVEMBER 16, 1921.**

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 222, the following carrier:

El Paso & Southwestern System.

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**ADDENDUM NO. 6 TO DECISION NO. 222.—DOCKET 475.**

*Chicago, Ill., November 29, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. *v.* Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

**Entry.—Relating to the Addition of Certain Specified Rules and General Instructions.**

Acting under authority of the Transportation Act, 1920, and pursuant to Decision No. 119, the United States Railroad Labor Board hereby promulgates certain specified rules and instructions which it

has determined to be just and reasonable, in addition to those issued in Decision No. 222 and Addendum No. 3 thereto, and decides that these rules and instructions shall apply to the carriers and the organizations named in said Decision 222, and those thereafter included by addenda, with the same force and effect as if the specified rules and instructions had been contained originally in said Decision 222, except that the effective date shall be December 1, 1921, as set out below, and hereby issues the following

ADDENDUM, EFFECTIVE DECEMBER 1, 1921.

1. Add to the rules promulgated in Decision No. 222 and Addendum No. 3 thereto the rules contained herein which are identified by the absence of any asterisk.

2. Add to Decision No. 222 certain regulations governing the application of this decision and contained herein under the caption "General instructions."

NOTE.—For the purpose of ready reference, the rules previously adopted and promulgated by the Labor Board are hereby reproduced and are indicated as follows:

A single asterisk is used to designate the rules, effective August 16, 1921, which were approved by the Labor Board and promulgated in Decision No. 222.

A double asterisk is used to designate the rules, effective October 16, 1921, which were approved by the Labor Board and promulgated in Addendum No. 3 to Decision No. 222.

GENERAL RULES.

**\*\*Rule 1. *Hours of service.***—Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.

This rule is intended to remove the inhibition against piecework contained in Rule 1 of the shop crafts' national agreement and to permit the question to be taken up for negotiation on any individual railroad in the manner prescribed by the Transportation Act.

**\*\*Rule 2.** There may be one, two, or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officers and the employees' committee based on actual service requirements.

The time and length of the lunch period shall be subject to mutual agreement.

**\*\*Rule 3.** Provided for in rule 2.

**\*\*Rule 4.** Provided for in rule 2.

**\*\*Rule 5.** Provided for in rule 2.

**\*Rule 6. *Overtime—Emergency service—Road work.***—All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

Work performed on Sundays and the following legal holidays, namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or proclamation shall be considered

the holiday), shall be paid for at the rate of time and one-half, except that employees necessary to the operation of power houses, millwright gangs, heat-treating plants, train yards, running-repair and inspection forces, who are regularly assigned by bulletin to work on Sundays and holidays, will be compensated on the same basis as on week days. Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad.

\*Rule 7. For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one hour for any such service performed.

Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight-time rates.

Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and can not be performed by the regular force in time to avoid delays to train movement.

Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one hour—the advance period to be not more than one hour.

Except as otherwise provided for in this rule, all overtime beyond 16 hours' service in any 24-hour period, computed from starting time of employee's regular shift, shall be paid for at rate of double time.

\*\*Rule 8. Employees regularly assigned to work on Sundays or holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

\*Rule 9. Employees required to work during, or any part of, the lunch period shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed 30 minutes) without loss of time.

This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

\*Rule 10. An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency road work away from such shop, engine house, repair track, or inspection point, will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station and straight-time rate for all time waiting or traveling.

If during the time on the road a man is relieved from duty and permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular

service prevents the employee from making his regular daily hours at home station. Where meals and lodgings are not provided by railroad, actual necessary expenses will be allowed.

Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight-time rate.

Wrecking-service employees will be paid under this rule, except that all time working, waiting, or traveling on Sundays and holidays will be paid for at rate of time and one-half, and all time working, waiting, or traveling on week days after the recognized straight-time hours at home station will also be paid for at rate of time and one-half.

Rule 11. *Distribution of overtime.*—When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

At points where sufficient number of employees are employed, employees shall not (except as provided in rule 6 of Decision 222) work two consecutive Sundays (holidays to be considered as Sundays).

Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.

\*Rule 12. *Temporary vacancies.*—Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight-time rates to be paid for straight-time hours at home station and for all other time, whether waiting or traveling. If on arrival at the outlying point there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

While at such outside point they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours for each day.

Where meals and lodging are not provided by the company, actual necessary expenses will be allowed.

On the return trip to the home point, straight time for waiting or traveling will be allowed up to the time of arrival at the home point.

Rule 13. *Overtime changing shifts.*—Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employees involved.

\*Rule 14. *Overtime regular assigned road work.*—Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving the home station to the time they return whether working, waiting or traveling, exclusive of the meal period, as follows:

Straight time for all hours traveling and waiting, straight time for work performed during regular hours, and overtime rates for work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed

pay for such hours. Where meals and lodging are not provided by the company when away from home station, actual expenses will be allowed.

The starting time to be not earlier than 6 a. m. nor later than 8 a. m.

Where two or more shifts are worked, the starting time will be regulated accordingly.

Where employees are required to use boarding cars, the railroad will furnish sanitary cars and equip them for cooking, heating, and lodging; the present practice of furnishing cooks and equipment, and maintaining and operating the cars, shall be continued.

Exception: In case where the schedule of trains interferes with the starting time an agreement may be entered into by the superintendent of the department affected and the general chairman of the craft affected.

\* Rule 15. Employees regularly assigned to perform road work and paid on a monthly basis shall be paid not less than the minimum hourly rate established for the corresponding class of employees coming under the provisions of this schedule on the basis of 365 eight-hour days per calendar year. The monthly salary is arrived at by dividing the total earnings of 2,920 hours by 12; no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

The regularly assigned road men under the provisions of this rule may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment.

Rule 16. *Filling vacancies*.—When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but, if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

Rule 17. Employees serving on night shifts desiring daywork shall have preference when vacancies occur, according to their seniority.

\*\* Rule 18. When new jobs are created or vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them. All vacancies or new jobs created will be bulletined.

Bulletins must be posted five days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman.

An employee exercising his seniority rights under this rule will do so without expense to the carrier; he will lose his right to the job he left; and if after a fair trial he fails to qualify for the new

position, he will have to take whatever position may be open in his craft.

Rule 19. Mechanics in service will be considered for promotion to positions of foremen.

When vacancies occur in positions of gang foremen, men from the respective crafts will have preference in promotion.

Rule 20. Employees transferred from one point to another, with a view to accepting a permanent transfer, will, after 30 days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

Rule 21. When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper official and committee representing his craft.

The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an improper practice and may be handled as unjust treatment under this agreement.

Rule 22. In case an employee is unavoidably kept from work he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause shall notify his foreman as early as possible.

Rule 23. *Faithful service.*—Employees who have given long and faithful service in the employ of the company and who have become unable to handle heavy work to advantage, will be given preference of such light work in their line as they are able to handle.

Rule 25. *Paying off.*—Employees will be paid off during their regular working hours, semimonthly, except where existing State laws provide a more desirable paying-off condition.

Should the regular pay day fall on a holiday or days when the shops are closed down, men will be paid on the preceding day.

Where there is a shortage equal to one day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage.

Employees leaving the service of the company will be furnished with a time voucher covering all time due within twenty-four (24) hours where time vouchers are issued and within sixty (60) hours at other points, or earlier when possible (Sundays and holidays excepted).

Rule 26. During inclement weather provision will be made where buildings are available to pay employees under shelter.

Rule 27. *Reduction of forces.*—When it becomes necessary to reduce expenses, the hours may be reduced to forty (40) per week before reducing the force. When the force is reduced, seniority as per rule 31 will govern, the men affected to take the rate of the job to which they are assigned.

Forty-eight (48) hours' notice will be given before hours are reduced. If the force is to be reduced, four days' notice will be given the men affected before reduction is made, and lists will be furnished the local committee.

In the restoration of forces, senior laid-off men will be given preference in returning to service, if available within a reasonable time, and shall be returned to their former positions if possible, regular hours to be reestablished prior to any additional increase in force.

The local committee will be furnished a list of men to be restored to service. In the reduction of the force the ratio of apprentices shall be maintained.

Rule 28. Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished with a pass to any point desired on the same railroad.

Rule 29. When reducing forces, if men are needed at any other point, they will be given preference to transfer to nearest point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the company. Seniority to govern all cases.

Rule 30. Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours, and overtime for overtime hours.

\*\*Rule 31. *Seniority*.—Seniority of employees in each craft covered by this agreement shall be confined to the point employed in each of the following departments, except as provided in special rules of each craft: Maintenance of way (bridge and building where separate from maintenance of way department); maintenance of equipment; maintenance of telegraph; maintenance of signals.

Four subdivisions of the carmen as follows: Pattern makers; upholsterers; painters; other carmen.

The seniority lists will be open to inspection and copy furnished the committee.

Rule 32. *Assignment of work*.—None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed.

This rule does not prohibit foremen in the exercise of their duties to perform work.

At outlying points (to be mutually agreed upon) where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft that may be necessary.

Rule 33. In compliance with the special rules included in this agreement, none but mechanics and their apprentices in their respective crafts shall operate oxyacetylene, thermit, or electric welders. Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service or in cutting up scrap.

When performing the above work for four (4) hours or less in any one day, employees will be paid the welders' rate of pay on the hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, welders' rate of pay will apply for that day.

Rule 34. *Foremanship, filling temporarily*.—Should an employee be assigned temporarily to fill the place of a foreman, he will be paid

his own rate—straight time for straight-time hours and overtime

rate for overtime hours—if greater than the foreman's rate; if it is not, he will get the foreman's rate. Said positions shall be filled only by mechanics of the respective craft in their departments.

Rule 35. *Grievances*.—Should any employee subject to this agreement believe he has been unjustly dealt with, the case shall be taken to the foreman, general foreman, master mechanic, or shop superintendent, each in their respective order by the duly authorized local committee or their representative. Nothing herein contained shall infringe upon the right of employees not members of the organization representing the majority to present grievances in person or by representatives of their own choice.

If stenographic report of the investigation is taken, the aggrieved employee or his representative shall be furnished a copy.

If the result still be unsatisfactory, the right of appeal shall be granted; the appeal to be made, preferably in writing, to the higher officials designated to handle such matters in their respective order, and conferences will be granted within 10 days of application.

All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen or other employee representation.

Rule 36. Should the highest designated railroad official, or his duly authorized representative, and the aggrieved employee, or his representative, as provided in first paragraph of rule 35, fail to agree, the case shall then be handled in accordance with the Transportation Act, 1920.

Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

Rule 37. No employee shall be disciplined without a fair hearing by a designated officer of the carrier. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing such employee will be apprised of the precise charge against him. The employee shall have reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be there represented by counsel of his choosing. If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal.

Rule 38. Included in rule 37.

Rule 39. *Committees*.—The company will not discriminate against any committeemen who from time to time represent other employees, and will grant them leave of absence and free transportation when delegated to represent other employees.

Rule 40. *Apprentices*.—There will be three recognized classes of apprentices, namely, regular, helper, and special.

All apprentices must be able to speak, read, and write the English language and understand at least the first four rules of arithmetic.

Applicants for regular apprenticeship shall be between 16 and 21 years of age, and, if accepted, shall serve four years of 290 days each calendar year. If retained in the service at the expiration of their

apprenticeship, they shall be paid not less than the minimum rate established for journeymen mechanics of their respective crafts.

In selecting helper apprentices, ability and seniority will govern, and all selections will be made in conjunction with the respective craft shop committees.

NOTE.—See special rules of each craft for additional apprentice rules.

Rule 40½. Special apprentices shall be selected from young men between the ages of 18 and 26 years who have had a technical school education, and shall serve three years of 290 days each calendar year.

Special apprentices shall receive training in the various departments in the different classes of work of the different crafts in the maintenance of equipment departments, and may be moved from place to place or on any class of work, at the discretion of the management.

In computing the ratio of apprentices to mechanics, special apprentices will be included, the number of same not to exceed 5 per cent of the total.

If retained in the service at the completion of the three-year course, the apprentice may choose the craft he desires employment in and shall receive a special rate for the period of one year, at the expiration of which time he shall be classified and receive the minimum rate of the craft employed in.

The rate of pay for special apprentices for the first three years shall be not less than that of helper apprentices.

Rule 41. All apprentices must be indentured and shall be furnished with a duplicate of indenture by the company, who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade.

No apprentice will be started at points where there are not adequate facilities for learning the trade.

Rule 40 shall govern in the employment of apprentices.

#### FORM OF INDENTURE.

This will certify that \_\_\_\_\_ was employed as \_\_\_\_\_ apprentice by the \_\_\_\_\_ railroad at \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_, to serve four years, a minimum of 290 days each.

\_\_\_\_\_  
(Title of officer in charge.)

#### SERVICE PERFORMED DURING APPRENTICESHIP.

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This will certify that on \_\_\_\_\_ 19\_\_\_\_, \_\_\_\_\_ completed the course of apprenticeship specified above and is entitled, if employed by the \_\_\_\_\_ railroad, to the rates of pay and conditions of service of \_\_\_\_\_

\_\_\_\_\_  
(Title of officer in charge.)

NOTE.—The above form is to be used both for regular and helper apprentices. (Helper apprentices to serve three years.)

Rule 42. The ratio of apprentices in their respective crafts shall not be more than one to every five mechanics.

Two apprentices will not be worked together as partners.

The distribution of apprentices among shops where general repairs are made on the division shall be as nearly as possible in proportion to the mechanics in the respective trades employed therein.

In computing the number of apprentices that may be employed in a trade on a division, the total number of mechanics of that trade employed on the division will be considered.

If within six months an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.

An apprentice shall not be dismissed or leave the service of his own accord, except for just and sufficient cause, before completing his apprenticeship.

Apprentices shall not be assigned to work on night shifts. An apprentice shall not be allowed to work overtime during the first three years of his apprenticeship.

If an apprentice is retained in the service upon completing the apprenticeship, his seniority rights as a mechanic will date from the time of completion of apprenticeship.

Preference will be given to sons of employees in the selection of apprentices to the extent of at least 80 per cent of the number employed.

Rule 43. *Rates of pay.*—The minimum rates of pay are the rates established by the Labor Board's Decision No. 147 and Addenda thereto and therefore do not apply to the carrier named in Decision No. 290 or any other carrier where wage adjustments have been made in accordance with the provisions of the Transportation Act, 1920, and the decisions of the Labor Board; these rates shall be incorporated in and become a part of this agreement or schedule, and shall remain in effect until or unless changed in the manner provided by the Transportation Act, 1920.

Rule 44. Included in rule 43.

Rule 45. Included in rule 43.

\*\*Rule 46. *Applicants for employment.*—Applicants for employment may be required to take physical examination at the expense of the carrier to determine the fitness of the applicant to reasonably perform the service required in his craft or class. They will also be required to make a statement showing address of relatives, necessary four years' experience, and name and local address of last employer.

Rule 47. *Conditions of shops.*—Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in good repair and in a clean, dry, and sanitary condition.

Shops, locker rooms, and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

\*\*Rule 48. *Personal injuries.*—Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.

At the option of the injured party, personal injury settlements may be handled by the duly authorized representatives of the em-

ployee with the duly authorized representative of the carrier. Where death or permanent disability results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

Rule 49. *Notices.*—A place will be provided inside all shops and roundhouses where proper notices of interest to employees may be posted.

\*\*Rule 50. *Shop trains.*—Existing conditions in regard to shop trains will be continued unless changed by mutual agreement, or unless, after disagreement between the carrier and employees, the dispute is properly brought before the Labor Board and the Board finds the continuance of existing conditions unjust and unreasonable, and orders same discontinued or modified.

The company will endeavor to keep shop trains on schedule time, properly heated and lighted, and in a safe, clean, and sanitary condition. This not to apply to temporary service provided in case of emergency.

Rule 51. *Free transportation.*—Employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in service.

General committees representing employees covered by this agreement to be granted the same consideration as is granted general committees representing employees in other branches of the service.

Rule 52. *Protection of employees.*—Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

When it is necessary to make repairs to engines, boilers, tanks, and tank cars, such parts shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

Rule 53. *Emery wheels and grindstones.*—Emery wheels and grindstones will be installed at convenient places in the shop and will be kept true and in order.

Rule 54. *Help to be furnished.*—When experienced helpers are available, they will be employed in preference to inexperienced men.

Laborers when used as helpers will be paid the helpers' rate.

\*\*Rule 55. *Miscellaneous.*—Work of scrapping engines, boilers, tanks, and cars or other machinery will be done by crews under the direction of a mechanic.

Rule 56. No employee will be required to work under a locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, locomotives or passenger cars will be placed over a pit, if available.

Rule 57. In shops and roundhouses not now equipped with connections for taking the steam from engines, arrangements will be

made to equip them so that steam from locomotives will not be blown off inside the house.

Rule 58. All engines will be placed under smokejacks in roundhouses, where practicable, when being fired up.

Rule 59. At shops and roundhouses equipped with electricity, electric-light globes and extensions will be kept in tool rooms available for use.

\*\*Rule 60. At the close of each week one minute for each hour actually worked during the week will be allowed employees for checking in and out and making out service cards on their own time.

#### MACHINISTS' SPECIAL RULES.

\*\*Rule 61. *Qualifications.*—Any man who has served an apprenticeship or has had four years' experience at the machinists' trade and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive whatsoever shall constitute a machinist.

Rule 62. *Classification of work.*—Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting, and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel, and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, grinding, bolting, and breaking of all joints on superheaters; oxy-acetylene, thermit, and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring, or turning head or milling apparatus; and all other work generally recognized as machinists' work. On running repairs, machinists may connect or disconnect any wiring, coupling or pipe connections necessary to make or repair machinery or equipment.

This rule shall not be construed to prevent engineers, firemen, and cranemen of steam shovels, ditches, clamshells, wrecking outfits, pile drivers and other similar equipment requiring repairs on line of road from making any repairs to such equipment as they are qualified to perform.

Rule 63. *Machinists' apprentices.*—Include regular and helper apprentices in connection with the work defined by rule 62.

Rule 64. *Machinist helpers.*—Helpers' work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring, or turning head or milling apparatus, wheel presses (on car, engine truck, and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; cranemen helpers on locomotive and car work; attending tool room, machinery

oiling, locomotive oiling, box packing, applying and removing trailer and engine-truck brasses, assisting in dismantling locomotives and engines, applying all couplings between engine and tender; locomotive tender and draft-rigging work except when performed by carmen, and all other work generally recognized as helpers' work.

**\*\*Rule 65. *Assignment to running repairs.***—Machinists assigned to running repairs shall not be required to work on dead work at points where dead-work forces are maintained except when there is not sufficient running repairs to keep them busy.

**\*\*Rule 66. *Dead work.***—Dead work means all work on an engine which can not be handled within twenty-four (24) hours by the regularly assigned running-repair forces maintained at point where the question arises.

**\*\*Rule 67. *Dead-work and running-repair forces.***—Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

**\*\*Rule 68. *Work at wrecks.***—In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wreck foreman.

**Rule 69. *Apprentices, classification of work.***—Apprentices shall be instructed in all branches of the machinists' trade. They will serve three years on machines and special jobs. Apprentices will not be required to work more than four months on any one machine or special job. During the last year of their apprenticeship they will work on the floor. Apprentices shall not work on oxyacetylene, thermit, electric, or other welding processes until they are in their last year.

**Rule 70. *Helper apprentices.***—Helpers who have had not less than two consecutive years' experience as machinist helpers at the point where employed, at the time application for apprenticeship is made, may become helper apprentices. When assigned as helper apprentices they must not be over 25 years of age.

**Rule 71.** Helper apprentices shall serve three years, a minimum of 290 days each calendar year, and shall be governed by the same laws and rules as govern regular apprentices.

**Rule 72.** The number of helper apprentices must not at any time exceed 50 per cent of the combined number of regular and helper apprentices assigned.

**Rule 73.** Helper apprentices shall receive the minimum helper rate for the first six months, with an increase of two cents (2c) per hour for every six months thereafter until they have served three years.

**Rule 74.** Helpers, when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinist, both under the direction of the foreman.

**Rule 75.** When vacancies occur under classification of machinist helper (temporarily or permanent), machinist helpers in the service will be given preference in promotion to position paying either same or higher rate at station employed, seniority to govern.

**Rule 76.** Eliminated.

**\*\*Rule 77. *Differentials for machinists.***—At points where there are ordinarily fifteen or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in con-

nection with other machinists' work and will be allowed five cents (5c) per hour above the machinists' minimum rate at the point employed.

At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to Federal reports, they will be paid five cents (5c) per hour above the machinists' minimum rate at the point employed for the days on which such inspections are made.

Autogenous welders shall receive five cents (5c) per hour above the minimum rate paid mechanics at the point employed.

#### BOILERMAKERS' SPECIAL RULES.

**\*\*Rule 78. *Qualifications.***—Any man who has served an apprenticeship or has had four (4) years' experience at the trade who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks, and details thereof, and complete same in a mechanical manner, shall constitute a boiler-maker.

**Rule 79. *Classification of work.***—Boilermakers' work shall consist of laying out, cutting apart, building, or repairing boilers, tanks, and drums; inspecting, patching, riveting, chipping, calking, flanging, and fluework; building, repairing, removing and applying steel cabs and running boards; laying out and fitting up any sheet-iron or sheet-steel work made of 16-gauge or heavier (present practice between boilermakers and sheet-metal workers to continue relative to gauge of iron), including fronts and doors; ash pans, front end netting and diaphragm work, engine tender steel underframe and pressed steel tender truck frames, except where other mechanics perform this work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; applying and removing arch tubes; operating punches and shears for shaping and forming; pneumatic stay-bolt breakers, air rams and hammers; bull, jam, and yoke riveters; boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housing, circles, and coal buggies, I-beam, channel iron, angle iron, and T-iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxyacetylene, thermit, and electric welding on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work. It is understood that present practice in the performance of work between boilermakers and carmen will continue. On running repairs, boilermakers may connect or disconnect, any wiring, coupling or pipe connections necessary to make or repair machinery or equipment.

This rule shall not be construed to prevent engineers, firemen, and cranemen of steam shovels, ditches, clamshells, wrecking outfits, pile drivers, and other similar equipment requiring repairs on line of road, from making any repairs to such equipment as they are qualified to perform.

**Rule 80. *Boilermaker apprentices.***—Include regular and helper apprentices in connection with the work as defined by rule 79.

**Rule 81. *Boilermaker helpers.***—Employees assigned to help boilermakers and their apprentices, operators of drill presses, and bolt

cutters in the boiler shop, boiler washers, punch and shear operators (cutting only bar stock and scrap), and employees removing and applying grates and grate rigging, and all other work properly recognized as boilermaker helpers' work.

Rule 82. *Running-repair work*.—Boilermakers assigned to running repairs may be used to perform other work.

Boilermakers assigned to locomotive general repair work may be used to perform running-repair work when the regular assigned running-repair forces are unable to get engines out to meet service requirements.

Boilermakers who have been working on hot work will not be required to work on cold work until given sufficient time to cool off.

Rule 83. *Special services*.—Flange turners, layer outs, and fitter ups shall be assigned in shops where flue sheets and half side sheets or fire boxes are flanged, removed, and applied. One man may perform all these operations where the service does not require more than one man. If not fully engaged on the above work, these employees may be assigned to any work of their craft.

Boiler inspectors—Staybolt inspectors will be assigned to all points where monthly stay-bolt and boiler inspection of 15 or more engines is required. When such employees have no inspection work to perform, they may be assigned to other boilermakers' work.

Rule 84. *Protection for employees*.—Boilermakers, apprentices and helpers will not be required to work on boilers or tanks while electric or other welding processes are in use or when tires are being heated, unless proper protection is provided.

Rule 85. Not more than one oxyacetylene welding or cutting operator or electric operator will be required to work in firebox or shell of boiler at the same time, unless proper protection is provided.

Rule 86. Oxyacetylene welding or cutting operator or electric operator will be furnished with helper when necessary, or when it is essential for personal safety.

Rule 87. Should it become necessary to send oxyacetylene welder or cutter or electric operator out of the shop in cold weather, he will be given ample time to dry off before being sent out.

Rule 88. When it is necessary to renew, remove, or replace flue, door, side, or crown sheets by means of oxyacetylene or other cutting or welding processes, such portion of the ash-pan wings and grates as interfere with the operator will be removed. Dome caps will be removed and front ends opened up if required for proper ventilation.

Rule 89. Boilers will have steam blown off and be reasonably cooled before boilermakers or apprentices are required to work in them; blowers will be furnished when possible to do so.

Fire boxes, front ends, and ash pans will be properly cleaned out before boilermakers or apprentices are required to work in them. Fire brick interfering with the work to be performed will be removed.

Rule 90. Two boilermakers, or one boilermaker and a competent apprentice with at least two years' experience, will be used to operate a long-stroke hammer, that is, an air hammer capable of driving stay bolts or rivets five-eighths inch diameter or larger, or of expanding flues or tubes. Double-gun work will not be permitted. Air jacks not to be considered double guns.

When rolling or expanding superheater flues, two boilermakers, or one boilermaker and a competent apprentice with at least two years' experience, will be used.

Rule 91. No tapping or reaming will be done in fire boxes when same is near enough to endanger the men working on inside of fire box. A space of 10 rows of stay bolts will be considered sufficient, it being understood that the helper will protect the men with a sleeve over a tap when tapping is being done.

Rule 92. *Furnishing help.*—Boilermakers engaged on running-repair work will be furnished a helper when necessary, or when it is essential for personal safety.

Rule 93. Boilermakers sent out on the road to do boilermakers' work will have helper furnished when necessary.

Rule 94. *Removal of flues.*—When flues (other than burst flues) are to be removed, the front end will be opened and such parts of the draft appliances as interfere with the boilermaker will be removed. Center arch pipes in engine, other than those equipped with combustion chambers, which interfere with boilermakers in the performance of their work, will be removed.

Rule 95. *Helpers on flange fires.*—Regular assigned help will be furnished on flange fires.

Rule 96. Helpers on flange fires will not be asked to go outside of shop to handle fuel during cold weather.

Rule 97. Eliminated.

Rule 98. *Helpers.*—There will be sufficient help furnished boiler-makers or apprentices in breaking down stay bolts with hand ram.

Rule 99. Eliminated.

Rule 100. Holding on all stay bolts and rivets, striking chisel bars, side sets, and backing out punches, and heating rivets (except when performed by apprentices) will be considered boilermaker helpers' work.

Rule 101. When rivets are to be cut off or backed out, a barrier or sufficient help will be furnished to prevent accidents or personal injury.

Rule 102. Boilermakers or apprentices when using compound motors will be furnished sufficient competent help.

Rule 103. Sufficient help will be furnished when holding on rivets with wedge bars.

Rule 104. Included in rule 81.

Rule 105. *Helper apprentices.*—Fifty per cent of the apprentices may consist of boilermaker helpers who have had not less than two consecutive years' experience as boilermaker helper at the point where employed at the time application for apprenticeship is made.

They shall be between the ages of 21 and 40 years and shall serve three years, a minimum of 290 days each calendar year.

Helper apprentices shall be governed by the same laws and rules as regular apprentices.

Apprentices shall not work on oxyacetylene, thermit, electric, or other welding processes until they are in their last year.

They shall receive the minimum helpers' rate for the first six months, with an increase of 2 cents per hour for every six months thereafter until they have served their apprenticeship.

Rule 106. *Schedule of work, regular apprentices.*—The following schedule for regular apprentices showing the division of time on the various classes of work is designed as a guide and will be followed as closely as the conditions will permit:

Six months—Heating rivets and helping boilermakers

Six months—Tank repairing and sheet-iron work.

Six months—Rolling flues; ash-pan work.

Six months—Staybolts and setting flues.

Fifteen months—General boiler work.

Three months—Electric or oxacetylene welding.

Six months—Laying out and flanging.

Rule 107. *Schedule of work, helper apprentices.*—The following schedule for helper apprentices showing the division of time on the various classes of work is designed as a guide and will be followed as closely as the conditions will permit:

Six months—Repairing and sheet-iron work.

Six months—Rolling flues; ash-pan work.

Six months—Staybolts and setting flues.

Nine months—General boiler work.

Three months—Electric or oxacetylene welding.

Six months—Laying out and flanging.

Rule 108. *Differentials for boilermakers.*—Boilermakers assigned as boiler inspectors, also flangers, layer outs, and autogenous welders shall receive 5 cents per hour above the minimum rate paid boiler-makers at the point employed.

At points or on shifts where no inspector is assigned and boiler-makers are required to inspect boilers, they will be paid five cents (5c) per hour above the boilermakers' minimum rate at the point employed for the days on which such inspections are made.

Rule 109. Helpers on flange fires shall receive five cents (5c) per hour above the helper's rate at point employed.

#### BLACKSMITHS' SPECIAL RULES.

Rule 110. *Qualifications.*—Any man who has served an apprenticeship or who has had four years' varied experience at the blacksmiths' trade shall be considered a blacksmith. He must be able to take a piece of work pertaining to his class and, with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

Rule 111. *Classification of work.*—Blacksmiths' work shall consist of welding, forging, heating, shaping, and bending of metal; tool dressing and tempering, spring making, tempering and repairing, potashing, case and bichloride hardening; flue welding under blacksmith's foreman; operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines, and Bradley hammers; hammer-smiths, drop-hammermen, trimmers, rolling mill operators; operating punches and shears doing shaping and forming in connection with blacksmiths' work; oxyacetylene, thermit and electric welding on work generally recognized as blacksmiths' work and all other work generally recognized as blacksmith's work.

Rule 112. *Blacksmith apprentices.*—Include regular and helper apprentices in connection with the work as defined by rule 111.

Rule 113. *Blacksmith helpers.*—Helpers' work shall consist of helping blacksmiths, and apprentices, heating, operating steam hammers, punches, and shears (cutting only bar stock and scrap), drill presses and bolt cutters; straightening old bolts and rods, cold; building fires; lighting furnaces, and all other work properly recognized as blacksmith helpers' work.

Rule 114. *Helper apprentices.*—Fifty per cent of the apprentices may consist of helpers who have had not less than two consecutive years' experience in shop on the division where advanced.

Seniority shall prevail in the selection of helper apprentices; those selected to be not over 30 years of age.

Apprentices selected from helpers shall serve three years, a minimum of 290 days each calendar year. When started as an apprentice they shall receive the minimum helpers' rate of pay for the first six months; at the end of that time they shall receive two cents (2c) per hour increase, and two cents (2c) per hour increase each succeeding six months while serving their apprenticeship.

Helper apprentices shall be governed by the same laws and rules as regular apprentices.

If after the first three months they show no aptitude to learn the trade, they shall be set back to helping and retain their former seniority as a helper.

After completing their apprenticeship they shall receive prevailing rate paid blacksmiths if retained in the service.

Rule 115. *Apprentices, miscellaneous.*—Apprentices shall be given an opportunity to learn all branches of the trade and will not be kept on any one class of work longer than four months. Apprentices shall not work on oxyacetylene, thermit, electric, or other welding processes until they are in their last year.

Rule 116. Eliminated.

Rule 117. *Helpers building fires.*—Blacksmith helpers required to prepare or build coal or coke fires outside their regular working hours, shall be allowed thirty (30) minutes straight time for each fire built or furnace prepared. Helpers assigned to start oil or gas furnaces outside their regular working hours will receive one and one-half time for such service, on the minute basis.

Rule 118. Eliminated.

Rule 120. *Coal and oil to be furnished.*—Coal and oil suitable for smithing purposes will be furnished whenever possible.

Rule 121. *Steam-hammer operators.*—Competent steam-hammer operators will be furnished.

Rule 122. *Road work.*—Blacksmiths sent out on the road to do blacksmiths' work will be accompanied by helper when necessary.

Rule 123. Included in rule 113.

#### SHEET-METAL WORKERS' SPECIAL RULES.

Rule 125. *Qualifications.*—Any man who has served an apprenticeship, or has had four or more years' experience at the various branches of the trade, who is qualified and capable of doing sheet-metal work or pipe work as applied to buildings, machinery, locomotives, cars, etc., whether it be tin, sheet iron, or sheet copper, and capable of bending, fitting and brazing of pipe, shall constitute a sheet-metal worker.

Rule 126. *Classification of work.*—Sheet-metal workers' work shall consist of tinning, coppersmithing and pipe fitting in shops, yards, buildings, on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling (for repairs only), and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter (present practice between sheet-metal workers and boiler-makers to continue relative to gauge of iron), including brazing, soldering, tinning, leading, and babbitting (except car and tender truck journal bearings), the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes; the operation of babbitt fires (in connection with sheet-metal workers' work); oxyacetylene, thermit and electric welding on work generally recognized as sheet-metal workers' work, and all other work generally recognized as sheet-metal workers' work.

In running repairs, other mechanics than sheet-metal workers may remove and replace jackets, and connect and disconnect pipes where no repairs are necessary to the jackets or pipes in question.

Rule 127. *Sheet-metal worker apprentices.*—Include regular and helper apprentices in connection with the work as defined by rule 126.

Rule 128. *Sheet-metal worker helpers.*—Employees regularly assigned as helpers to assist sheet-metal workers and apprentices in their various classification of work, shall be known as sheet-metal workers' helpers.

Rule 129. *Protection for employees.*—Sheet-metal workers shall not be required to remove or apply blow-off or surface pipes or ash-pan blowers on boilers under steam.

Rule 130. *Road work.*—Sheet-metal workers will be sent out on line of road and to outlying points, when their services are required, but not for small, unimportant running-repair jobs.

Rule 131. *Assignment of running-repair force to dead work.*—Sheet-metal workers assigned to running repairs shall not be required to work on dead work at points where dead-work forces are maintained, except when there is not sufficient running repairs to keep them busy.

Rule 132. *Assignment of dead-work force to running repairs.*—Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

Rule 133. *Miscellaneous.*—Sheet-metal workers will not be assigned to work not applicable to them, except in emergency cases.

Rule 134. *Helper apprentices.*—Fifty per cent of the apprentices may be selected from helpers of this craft who have had not less than two consecutive years' experience as a sheet-metal-worker helper at the point where employed, and shall not be more than 30 years of age; such apprentice shall serve three calendar years, a minimum of 290 days each calendar year, seniority to govern.

Rule 135. Helper apprentices will start at the third classification of regular apprentices' schedule when entering their apprenticeship, and continue through as regular apprentices. Helper apprentices will receive the minimum helpers' rate for the first six months, with an increase of two cents (2 c) per hour for every six months thereafter until they have served three years.

Rule 136. Eliminated.

Rule 137. *Apprentice schedule of work.*—Regular apprentices' schedule and division of time:

Six months—Helping.

Six months—Light pipe work.

Twelve months—Tinning, babbitting and brazing, laying out and forming.

Twelve months—Engine and car work.

Twelve months—General work, including one month's experience with the oxyacetylene torch.

Rule 138. *Differentials for sheet-metal workers.*—Autogenous welders shall receive five cents (5 c) per hour above the minimum rate paid sheet-metal workers at point employed.

#### ELECTRICAL WORKERS' SPECIAL RULES.

Rule 139. *Qualifications.*—Any man who has served an apprenticeship or who has had four years' practical experience in electrical work and is competent to execute same to a successful conclusion within a reasonable time will be rated as an electrical worker.

An electrician will not necessarily be an armature winder.

Rule 140. *Classification of electricians.*—Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switchboards, meters, motors and controls, rheostats and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries (work to be divided between electricians and helpers as may be agreed upon locally), axle lighting equipment, all inside telegraph and telephone equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards, and on structures and all conduit work in connection therewith (except outside wiring provided for in rule 141), steam and electric locomotives, passenger train and motor cars, electric tractors and trucks; include cable splicers, high-tension power house and substation operators, high-tension linemen, and all other work properly recognized as electricians' work.

Rule 141. *Classification of linemen, etc.*—Linemen's work shall consist of the building, repairing, and maintaining of pole lines and supports for service wires and cables; catenary and monorail conductors; trolley and feed wires, overhead and underground, together with their supports; maintaining, inspecting, and installing third rail and cables for third rail that carry current to or from third rail and track rail; pipe lines or conduits for these cables; bonding of third rail or cables; all outside wiring in yards, and other work properly recognized as linemen's work not provided for in rule 140.

Signal maintainers who, for 50 per cent or more of their time, perform work as defined in rules 140 and 141.

Men employed as generator attendants, motor attendants (not including water service motors), and substation attendants who start, stop, oil, and keep their equipment clean and change and adjust

brushes for the proper running of their equipment; power switch-board operators, coal-pier car dumpers and coal-pier conveyor-car operators in connection with loading and unloading vessels.

This to include operators of electric traveling cranes, capacity 40 tons and over.

Rule 142. *Classification of groundmen, etc.*—Groundmen's work shall consist of assisting linemen in their duties, when said work is performed on the ground, but shall not include those who perform common labor in connection with linemen's or groundmen's work. Electric crane operators for cranes of less than 40-ton capacity.

Rule 143. Coal-pier elevator operators and coal-pier electric hoist operators in connection with loading and unloading vessels.

Rule 144. *Apprentice electrical workers.*—Include regular and helper apprentices in connection with electrical workers.

Rule 145. *Electrical worker helpers.*—Employees regularly assigned as helpers to assist electrical workers and apprentices, including electric lamp trimmers who do no mechanical work, also to perform such battery work as may be agreed upon locally as being helpers' work.

Rule 146. *Helper apprentices.*—Fifty per cent of the apprentices may consist of electrical workers' helpers who have had two years' continuous service at the point where employed. When assigned as helper apprentices, they must not be over 25 years of age, and shall serve three years, a minimum of 290 days each calendar year.

Rule 147. *Regular apprentice schedule of work.*—The following schedule for regular apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as possible:

Twelve months—Inside wiring and electrical repairing.

Six months—Outside line work.

Six months—Locomotive headlight work.

Six months—Car lighting department.

Six months—Armature winding.

Twelve months—General electrical work.

Rule 148. *Helper apprentice schedule of work.*—Helper apprentices will receive the minimum helpers' rate for the first six months, with an increase of two cents (2 c) per hour for every six months thereafter until their apprenticeship is completed. If within six months they show no ability to acquire the trade, they will be set back to helping and retain their former seniority as a helper. After completing their apprenticeship, they shall receive the minimum rate paid for the work to which they are assigned, if retained in the service.

Rule 149. The following schedule for helper apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as possible:

Six months—Inside wiring and electrical repairing.

Six months—Outside line work.

Six months—Locomotive headlight work.

Six months—Car lighting department.

Six months—Armature winding.

Six months—General electrical work.

Rule 150. *Miscellaneous*.—Laborers or similar class of workmen shall not be permitted to do helpers' work as outlined in rule 145 if regular electrical-worker helpers are available.

Rule 151. Men engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots, and aprons.

Rule 152. Autogenous welders shall receive five cents (5 c) per hour above the minimum rate paid electrical workers at point employed.

CARMEN'S SPECIAL RULES.

Rule 153. *Qualifications*.—Any man who has served an apprenticeship or who has had four years' practical experience at car work, and who with the aid of tools, with or without drawings, can lay out, build, or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

Rule 154. *Classification of work*.—Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight-train cars, painting, upholstering, and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as bridge and building department work; carmen's work in building and repairing motor cars, lever cars, hand cars, and station trucks, building, repairing, and removing and applying locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks; pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting with brushes, varnishing, surfacing, decorating, lettering, cutting of stencils, and removing paint (not including use of sand blast machine or removing in vats); all other work generally recognized as painters' work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairers; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.

It is understood that present practice in the performance of work between the carmen and boilermakers will continue.

Rule 155. *Carmen apprentices*.—Include regular and helper apprentices in connection with the work as defined by rule 154.

Rule 156. *Carmen helpers*.—Employees regularly assigned to help carmen and apprentices, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, removing of paint on other than passenger cars preparatory to painting, car oilers and packers, stock keepers (car department), operators of bolt threaders, nut tappers, drill presses, and punch and shear operators (cutting only bar stock and scrap), holding on rivets, striking chisel bars, side sets, and backing out punches, using backing hammer and sledges in assisting carmen and straightening metal parts of cars, rebrassing of cars in connection with oilers'

duties, cleaning journals, repairing steam and air hose, assisting carmen in erecting scaffolds, and all other work generally recognized as carmen's helpers' work, shall be classed as helpers.

Rule 157. *Wrecking crews*.—Regularly assigned wrecking crews, not including engineers, will be composed of carmen, where sufficient men are available, and will be paid for such service under rule 10, Decision No. 222. Meals and lodging will be provided by the company while crews are on duty in wrecking service.

When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification.

Rule 158. When wrecking crews are called for wrecks or derailments outside of yard limits, a sufficient number of the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work.

Rule 159. *Inspectors*.—Men assigned to inspecting must be able to speak and write the English language and have a fair knowledge of the A. R. A. (American Railway Association) rules and safety appliance laws.

Rule 160. Inspectors and other carmen in train yards will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars where record clerks, yardmasters, agents, or yard clerks are employed.

Rule 161. *Safety appliance men*.—Men assigned to follow inspectors in yards to make safety appliance and light running repairs shall not be required to work on cars taken from trains to repair tracks, except when there is not sufficient work in train yards to fully occupy their time.

Rule 162. *Protection for repair men*.—Switches of repair tracks will be kept locked with special locks and men working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing that it is performed properly.

Rule 163. Trains or cars while being inspected or worked on by train yard men will be protected by blue flag by day and blue light by night, which will not be removed except by men who place same.

Rule 165. *Miscellaneous*.—Air hammers, jacks, and all other power-driven machinery and tools, operated by carmen or their apprentices, will be furnished by the company and maintained in safe working condition.

Rule 166. Crayons, soapstone, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, and lettering and striping pencils and brushes will be furnished by the company.

Rule 167. Included in rule 154.

Rule 168. When necessary to repair cars on the road or away from the shops, carman, and helper when necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timbers, arch bars, center pins, putting cars on center, truss rods, and wheels, and work of similar character.

Rule 169. *Miscellaneous*.—Shops, repair yards, and train yards, where carmen are employed, shall be kept clean of all rubbish.

Rule 170. *Apprentices*.—Regular apprenticeships will be established in all branches of the trade. Apprentices shall be governed by the general rules covering apprentices.

Rule 171. Apprentices shall not work on oxyacetylene, thermit, electric, or other welding processes until they are in their last year.

Rule 172. *Helper apprentices*.—Fifty per cent of the apprentices may be selected from carmen's helpers who have had not less than two consecutive years' experience at the point employed at the time application for apprenticeship is made.

Helper apprentices shall not be over 30 years of age and will serve three years, a minimum of 290 days each calendar year.

Helper apprentices shall be governed by the same laws and rules as regular apprentices.

Helper apprentices shall receive the minimum helpers' rate for the first six months, with an increase of two cents (2c) per hour each succeeding six months until they have served three years. At the completion of their apprenticeship period, if retained in the service, they shall receive the mechanics' rate of pay.

Rule 173. *Painter apprentices, regular*.—Regular apprentices—Division of time for painter apprentices:

The following schedule for regular apprentices, painter, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit:

Six months—Freight-car painting.

Six months—Color room, mixing paint.

Six months—General locomotive painting.

Twelve months—Brush work, passenger equipment.

Eighteen months—Lettering, striping, varnishing, and such laying out and designing as the shop affords.

Rule 174. *Schedule of work, painter helper apprentices*.—Helper apprentices. Division of time for painter apprentices:

The following schedule for helper apprentices, painter, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit:

Four months—Freight-car painting.

Four months—Color room, mixing paint.

Four months—General locomotive painting.

Ten months—Brush work, passenger equipment.

Fourteen months—Lettering, striping, varnishing, and such laying out and designing as the shop affords.

Rule 175. *Regular apprentices, carmen schedule of work*.—The following schedule for regular apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit. Where sufficient passenger car department work is not available without exceeding the regular ratio of apprentices in the passenger car department, apprentices will complete their apprenticeship in the freight car department:

Eighteen months—General freight work, wood and steel.

Six months—Air-brake work.

Six months—Mill machine work.

Eighteen months—General coach work, wood and steel.

Rule 176. *Helper apprentice, carmen schedule of work.*—The following schedule for helper apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit. Where sufficient passenger car department work is not available without exceeding the regular ratio of apprentices in the passenger car department, apprentices will complete their apprenticeship in the freight car department.

Twelve months—General freight work, wood and steel.

Six months—Air-brake work.

Six months—Mill machine work.

Twelve months—General coach work, wood and steel.

Rule 177. In the event of not being able to employ carmen with four years' experience, regular and helper apprentices will be advanced to carmen in accordance with their seniority. If more men are needed, helpers will be promoted. If this does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed. They will not be retained in service when four-year carmen become available.

NOTE.—Helpers advanced as above will retain their seniority as helpers.

Rule 178. *Differentials for carmen.*—Autogenous welders shall receive five cents (5 c) per hour above the minimum rate paid carmen at point employed.

Rule 179. *Coach cleaners.*—Coach cleaners to be included in this agreement and will receive overtime as provided herein. Coach cleaners at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight-hour period of service.

#### MISCELLANEOUS.

Rule 180. *Scope of general and special rules.*—Except as provided for under the special rules of each craft, the general rules shall govern.

Rule 181. Eliminated.

Rule 182. Eliminated.

Rule 183. *Revision of agreement.*—Should either of the parties to this agreement desire to revise or modify these rules, 30 days' written advance notice, containing the proposed changes, shall be given and conferences shall be held immediately on the expiration of said notice unless another date is mutually agreed upon.

Rule 184. Eliminated.

Rule 185. This agreement shall be effective as provided in the several decisions of the United States Railroad Labor Board hereon and shall continue in effect until it is changed as provided for in rule 183 or under the provisions of the Transportation Act, 1920.

Rule 186. Eliminated.

#### GENERAL INSTRUCTIONS.

Section 1. *Application of adopted rules.*—The rules approved by the Labor Board shall apply to each of the carriers parties to the dispute in Docket 475 (Decision No. 222 and addenda thereto),

except in such instances as any particular carrier may have agreed with its employees upon any one or more of such rules, in which case the rule or rules agreed upon by the carrier and its employees shall apply on said road.

Section 2. *Disposition of eliminated rules.*—The rules eliminated by the Labor Board shall cease and terminate, except in such instances as any particular carrier may have agreed with its employees upon any one or more of such rules, in which case the rule or rules agreed upon by the carrier and its employees shall apply on said road.

Section 3. *Formulation of preamble or caption.*—The formulation of a preamble or caption to agreements or contracts is hereby remanded to the carriers and their employees, severally, and in connection therewith the parties are referred to Decision No. 205, issued by the Labor Board.

Section 4. *Disposition of omitted rules.*—The Labor Board believes that certain subject matters now regulated by the rules of the national agreement may not be covered in all localities by rules of general application, and require further consideration by the parties directly concerned. The rules governing these matters are indicated herein by the omission of any reference to the numbers thereof as used in the national agreement, and all such rules which involve a dispute between a particular carrier and its employees are hereby remanded to said carrier and its employees for the purpose of adjustment under the provisions of section 301 of the Transportation Act, 1920.

Section 5. *Interpretation of this decision.*—The rules herein adopted, where similar to the rules in the so-called national agreement, are not to be understood or construed as carrying with them the interpretations placed on same by the United States Railroad Administration, by the adjustment boards or by other agencies acting under said administration, but are to be considered and construed as new rules adopted by the Labor Board in accordance with the Transportation Act, 1920, and the principles announced in Decision No. 119.

Should a dispute arise between the management and the employees of any of the carriers as to the meaning or intent of this decision which can not be decided in conference between the parties directly interested, such dispute shall be handled in the manner provided by the Transportation Act, 1920.

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#### ADDENDUM NO. 7 TO DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., December 1, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

Entry.—Relating to the Spokane, Portland & Seattle Railway Co. et al. and to Their Employees in the Shop Crafts.

The Labor Board decides that Decision No. 222 shall apply to the carriers hereinafter named and to their employees in the shop crafts with the same force and effect as if the said carriers had been named

originally in said decision, except that the effective date shall be December 1, 1921, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

ADDENDUM, EFFECTIVE DECEMBER 1, 1921.

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 222, the following carriers:

Spokane, Portland & Seattle Railway Co.

Oregon Electric Railway Co.

Oregon Trunk Railway.

Tennessee Central Railroad Co.

ADDENDUM NO. 8 TO DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., December 12, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

**Entry.**—Relating to the Central Vermont Railway and Its Employees in the Shop Crafts.

The Labor Board decides that Decision No. 222 shall apply to the carrier hereinafter named and to its employees in the shop crafts with the same force and effect as if the said carrier had been named originally in said decision, except that the effective date shall be December 16, 1921, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

ADDENDUM, EFFECTIVE DECEMBER 16, 1921.

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 222, the following carrier:

Central Vermont Railway.

ADDENDUM NO. 9 TO DECISION NO. 222.—DOCKET 475.

*Chicago, Ill., December 23, 1921.*

Decision No. 222 (Docket 475).—Chicago & North Western Railway Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).

**Entry.**—Relating to the Louisville & Nashville Railroad Co. et al. and to Their Employees in the Shop Crafts.

The Labor Board decides that Decision No. 222 shall apply to the carriers hereinafter named and to their employees in the shop crafts with the same force and effect as if the said carriers had been named originally in said decision, except that the effective date shall be January 1, 1922, as set out below, instead of August 16, 1921, as shown in Decision No. 222, and hereby issues the following

## ADDENDUM, EFFECTIVE JANUARY 1, 1922.

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 222, the following carriers:

Louisville & Nashville Railroad Co.  
Pittsburg & Shawmut Railroad Co.

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## ADDENDUM NO. 1 TO DECISION NO. 501.—DOCKET 475.

*Chicago, Ill., December 23, 1921.*

Decision No. 501 (Docket 475).—Atchison, Topeka & Santa Fe Railway Co. et al. v. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.

Entry.—Relating to the Alabama & Vicksburg Railway Co. et al. and Certain Employees in the Maintenance of Way Department Thereof.

The Labor Board decides that Decision No. 501 shall apply to the carriers hereinafter named and their employees in the maintenance of way department, as defined in Article I of Decision No. 501, with the same force and effect as if the said carrier had been named originally in said decision, except that the effective date shall be January 1, 1922, as set out below, instead of December 16, 1921, as shown in Decision No. 501, and hereby issues the following

## ADDENDUM, EFFECTIVE JANUARY 1, 1922.

Add to the list of carriers named as parties to the dispute in Docket 475, Decision No. 501, the following carriers:

Alabama & Vicksburg Railway Co.

Vicksburg, Shreveport & Pacific Railway Co.

Baltimore & Ohio Railroad Co.

Buffalo, Rochester & Pittsburgh Railway Co.

Chicago & Eastern Illinois Railroad Co.

Chicago, Burlington & Quincy Railroad Co.

Chicago, Kalamazoo & Saginaw Railway Co.

Chicago, Milwaukee & Gary Railway Co.

Chicago, Milwaukee & St. Paul Railway Co.

Cumberland & Pennsylvania Railroad Co.

Delaware & Hudson Co.

Elgin, Joliet & Eastern Railway.

Florida East Coast Railway Co.

Grand Trunk Railway System. (Lines in United States.)

Illinois Central Railroad Co.

Chicago, Memphis & Gulf Railroad Co.

Yazoo & Mississippi Valley Railroad Co.

Jacksonville Terminal Co.

Kansas City Southern Railway Co.

New York, New Haven & Hartford Railroad Co.

Pennsylvania System.

Southern Pacific. (Lines in Texas and Louisiana.)

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## PART 3

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INTERPRETATIONS :: 1921

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## INTERPRETATIONS TO DECISIONS.

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### INTERPRETATION NO. 15 TO DECISION NO. 2.—DOCKET 93.

*Chicago, Ill., February 21, 1921.*

*Question.*—Meaning or intent of section 6, Article II, of Decision No. 2, which reads as follows:

Section 6, Office boys, messengers, chore boys, and other employees under 18 years of age, filling similar positions, and station attendants, 5 cents.

Does this section provide for an increase of 5 cents per hour for the classes of employees named therein, regardless of age, or does it apply only to employees of the classes named therein who are less than 18 years of age? If employees of the classes named in this section who are more than 18 years of age, or who while in such service reach the age of 18 are not provided for in this section, under what section of Article II are they provided for?

*Statement.*—This interpretation is made upon an application presented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees in a dispute between that organization and the St. Louis-San Francisco Railway Co., and presented in a joint statement of facts as required by section 2, Article XIV, of Decision No. 2 (Dockets 1, 2, and 3), and should be understood to apply to all carriers and employees affected by Decision No. 2.

*Decision.*—Section 6, Article II, of Decision No. 2 (Dockets 1, 2, and 3) was intended to provide for an increase of 5 cents per hour for the classes of employees mentioned therein regardless of age and shall be so understood and applied.

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### INTERPRETATION NO. 16 TO DECISION NO. 2.—DOCKET 144.

*Chicago, Ill., March 5, 1921.*

*Statement.*—This interpretation is made upon an application presented by the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen in a dispute between those organizations and the Atchison, Topeka & Santa Fe Railway and the Panhandle & Santa Fe Railway, and presented in a joint statement of facts as required by section 2, Article XIV, of Decision No. 2 (Dockets 1, 2, and 3), and should be understood to apply to all carriers and employees affected by Decision No. 2.

*Question.*—Shall any of the increases granted in Article VI of Decision No. 2 be applied to rates of the nature of those covered in the following rules?

Article IX of the engineers' schedule in effect on May 1, 1920, reads as follows:

Engineers deadheading under orders on passenger trains will be paid 5.6 cents per mile and on other trains at 6.08 cents per mile; this to be a flat rate per mile for actual mileage made, no constructive mileage to be allowed, and other service which the engineer may perform on the same day not to be considered in connection with the deadhead trip in any way whatever.

Paragraph (b), Article IX, of the firemen's schedule in effect on May 1, 1920, reads as follows:

Deadheading on company business on passenger trains will be paid for the actual mileage at 4 cents per mile for firemen, and for deadheading on other trains at 4.24 cents per mile, provided that minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four (24) hours from the time called to deadhead. Deadheading resulting from the exercise of seniority rights will not be paid for.

*Decision.*—Yes. The rates specified in sections 1 and 2, Article VI of Decision No. 2, should be applied to the rates for deadheading, which rates, it is understood, were established under the authority of the United States Railroad Administration as being the same as the minimum freight and passenger rates, and under that authority were granted increases applicable to the two services mentioned.

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INTERPRETATION NO. 17 TO DECISION NO. 2.—DOCKET 156.

*Chicago, Ill., March 5, 1921.*

*Statement.*—This interpretation is made upon an application presented by the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen in a dispute between those organizations and the Los Angeles & Salt Lake Railroad Co., and was presented in a joint statement of facts as required by section 2, Article XIV of Decision No. 2 (Dockets 1, 2, and 3), and should be understood to apply to all carriers and employees affected by Decision No. 2.

*Question.*—Shall the 52 cents per 100 miles for engineers, and 40 cents per 100 miles for firemen for local freight service, as specified in section (b) of Article IV, Supplement No. 15 to General Order No. 27, be proportionately increased under Decision No. 2 of the United States Railroad Labor Board?

*Decision.*—No.

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INTERPRETATION NO. 18 TO DECISION NO. 2.—DOCKET 230.

*Chicago, Ill., March 5, 1921.*

*Statement.*—This interpretation is made upon an application presented by the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen in a dispute between those organizations and the Southern Railway System, and was presented in a joint statement of facts as required by section 2, Article XIV of Decision No. 2 (Dockets 1, 2, and 3), and should be un-

derstood to apply to all carriers and employees affected by Decision No. 2.

*Question.*—Shall the increase of 1.04 cents per mile specified in section 2, Article VI of Decision No. 2, be applied to the rate of 5.37 cents per mile established by General Order No. 27 of the Railroad Administration for firemen in freight service on Santa Fe type locomotive weighing from 250,000 to 300,000 pounds on drivers?

*Decision.*—Yes.

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#### INTERPRETATION NO. 19 TO DECISION NO. 2.—DOCKET 107.

*Chicago, Ill., March 11, 1921.*

**NOTE.**—The principles herein outlined shall also govern in the adjudication of similar questions which may arise in the application of Decisions 3 and 5.

*Question.*—Back pay under the provision of Decision No. 2 (Dockets 1, 2, and 3).

*Statement.*—Numerous questions have arisen as to the payment of back time to employees who were in the service of the carriers named in Decision No. 2 on May 1, 1920, the effective date of said decision, or who entered the service subsequent to May 1, 1920, but who died while in the service or who left the service for various causes prior to July 20, 1920, the date of issuance of Decision No. 2 (Dockets 1, 2, and 3).

Section 1, Article XIII of Decision No. 2, reads:

The increases in wages and the rates hereby established shall be effective as of May 1, 1920, and are to be paid according to the time served to all who were then in the carriers' service and remained therein, or who have since come into such service and remained therein.

*Decision.*—The Board decides the following shall govern in the allowance of back pay under Decision No. 2:

(1) Employees in the service of the carrier 12.01 a. m., July 20, 1920, are entitled to back pay for service performed during the retroactive period of the decision, except employees who left the service in the interim for various causes and later returned, in which case the following paragraphs shall govern in determining whether or not back pay shall be allowed for all time worked during such period, or only from the last date of employment.

(2) Employees in the service of the carrier 12.01 a. m., May 1, 1920, the effective date of the decision, or who entered the service subsequent to such date, but who were laid off account of reduction in force, and for this reason were not in the service 12.01 a. m., July 20, 1920, shall be allowed back pay for services performed during the retroactive period.

(3) Employees in the service of the carrier 12.01 a. m., May 1, 1920, or who entered the service subsequent to such date, but who resigned or left the service voluntarily prior to 12.01 a. m., July 20, 1920, are not entitled to back pay.

(4) Employees who perform service during the retroactive period of Decision No. 2, but who had to leave the service prior to July 20, 1920, by reason of being incapacitated for duty by sickness or injury,

shall be allowed back pay for service performed upon satisfactory proof of their condition, as stated.

(5) Employees dismissed from the service for any reason are entitled to back pay for service performed during the retroactive period, except such employees who voluntarily suspended work and come within the scope of Order No. 1 and Decision No. 1 issued by the Board under the dates of April 19 and 20, 1920, respectively.

(6) Back pay shall be allowed the duly authorized beneficiaries of employees who died while in the service during the retroactive period for service therein performed.

(7) Employees granted leave of absence by the carrier by which employed are entitled to back pay for service performed, provided they did not accept other employment during such leaves of absence and returned to service when needed or notified to do so.

(8) Employees who resigned voluntarily to accept or secure employment at some other point on the same road or on another road or elsewhere are not entitled to back pay for any time worked for any carrier excepting the time worked for the carrier by whom last employed.

(9) Employees transferred by the carrier from one point or department to another point or department on the same railroad or to another railroad under the same management by reason of promotion or otherwise shall be allowed back pay for time served during the retroactive period.

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#### INTERPRETATION NO. 20 TO DECISION NO. 2.—DOCKETS 1, 2, AND 3.

*Chicago, Ill., June 16, 1921.*

*Question.*—(1) Are the increases specified in Article IV of Decision No. 2 applicable to employees of the Nevada Northern Railway Co.?

(2) If such increases are applicable to the employees of the Nevada Northern Railway Co., to what rates shall such increases be added?

*Employees' position.*—The position of the employees is quoted as follows:

Our contention is that in this mining section mechanics and other employees have always enjoyed a higher wage scale than that paid in other industrial centers, due to the higher cost of living, inconveniences due to isolated localities, etc.

While the officials of the Nevada Northern Railway contend that they are not now nor have they been in the past operating under Federal control, we maintain, in view of the fact that they were members of the Association of Railway Executives and that this body represented them along with other roads at the wage hearings and at the time the wage award was made, that they should comply with the decisions as handed down by the Railroad Labor Board, as it pertains to wages, and grant the increase as covered by Article IV of Decision No. 2, i. e., to add 13 cents to the rate in effect prior to May 1 and retroactive to May 1, 1920.

As this company was paying mechanics 84 $\frac{3}{4}$  cents per hour at the time of the recent decision of the United States Railroad Labor Board, they (the company) instead of applying the 13-cent increase only applied five-eighths of a cent increase, which brought the rate up to 85 cents per hour, but it is our understanding that we should receive 13 cents per hour in addition to the 84 $\frac{3}{4}$  cents that we were receiving prior to the award being granted.

We also wish to refer you to paragraph No. 2, on page No. 7 of Decision No. 2, which we believe will bear out our contention.

*Carrier's position.*—The position of the railroad management is quoted below:

The Transportation Act (section 301) clearly defines the authority of the Labor Board "to hear and adjust disputes."

Decision No. 2 states that the decision is "upon a controversy or dispute between the organizations of employees of carriers and the carriers named."

At no time has the Nevada Northern Railway Co. had any contract with any of the organizations representing shop employees. Their agreement is and has been with their employees direct through a representative "shop committee."

At the time the Labor Board was considering the questions upon which Decision No. 2 was rendered the Nevada Northern Railway Co. had no dispute of any nature with or affecting its shop employees.

Hence, no dispute existing with their shop employees, there could have been no such dispute before the Labor Board for adjustment; such being the case, manifestly there could have been no such decision rendered with relation thereto.

Subsequent to Decision No. 2 having been rendered, the shop employees presented demands for a wage scale which embodied increases in excess of those provided by such decision, and these demands were declined.

While Decision No. 2 did not apply to Nevada Northern Railway Co., so far as shop employees are concerned, the management recognized the purport of the decision—that the wages of all railroad employees should be raised to a certain standard—and proceeded to comply with the spirit of the decision as set forth in letter of the general manager dated August 16, 1920, addressed to Mr. T. J. Duddleson, superintendent, and Mr. E. E. Jarrett, master mechanic.

The attention of the Labor Board is particularly directed to the fact that in no case is the Nevada Northern Railway rate for shop employees less than the Western Pacific Railway rate, and in many cases it is higher; this is due to the fact that existing rates on the Nevada Northern Railway were higher than the Western Pacific rate after the latter had applied the increases indicated in Decision No. 2. In such cases the Nevada Northern Railway rate was permitted to stand.

A copy of letter and also the wage list referred to were posted upon the shop bulletin board so that all employees might be fully advised. No protest was received from shop employees as to the application of the decision, and back pay and current wage checks have been accepted to date with no presentation of objections until letter from shop committee of November 22, 1920. The Nevada Northern Railway management considers the matter as closed and are joining in this submission only because of the instructions contained in Article No. XIV of Labor Board Decision No. 2.

In closing, the management desired to submit that "the position of the employees" as set forth above is in part erroneous and misleading.

The Nevada Northern Railway is owned by the Nevada Consolidated Copper Co., and its current statistics for 1920 show that 98 per cent of all the tonnage handled by the railway has been directly for account of the copper company. When high prices were being received for copper, a high wage rate was paid copper company employees and the same relative high standard was paid the railway employees because of the railway being an affiliated interest and not because of "high cost of living, inconveniences due to isolated locality, etc.," as stated. The locality is no more isolated than many terminals of connecting lines and there are no greater inconveniences than at similar points on other roads. The cost of living is reduced by the Nevada Northern Railway Co. furnishing through its commissary, at less than cost, household necessities, including groceries and meats, and furnishing coal to employees at about \$5 per ton less than the commercial rate, as well as otherwise serving employees' interests at expense to the railway.

The increases specified in Article IV of Decision No. 2 are 13 and 5 cents per hour instead of 13 cents flat, as indicated in employees' statement. The reference only to increase to mechanics (amounting to only 5 cents per day) is misleading in such a submission, as the increase of 5 cents per day to that class of employees in adjusting to rates paid on connecting trunk lines was a minimum, and increases to other employees were in several instances in excess of the 13 cents maximum specified by the board. The Nevada Northern Railway

is a "short line" owned by a copper company, which at the present time is operating at a loss in order to avoid discharging its organization, and there are not, nor have there been, any circumstances or conditions of living or location which would justify employees demanding or expecting a higher wage scale than that in force on a trunk line in this territory.

*Decision.*—(1) At hearings before the Labor Board in April and May, 1920, in connection with the employees' request for increased wages and changed working conditions, E. T. Whiter, representing the Association of Railway Executives, certified that he was duly authorized to represent the Nevada Northern Railway Co., upon which certification this road was named in Decision No. 2. The board, therefore, decides that the increases provided in Article IV of Decision No. 2 are applicable to employees on that line.

(2) In view of the fact that this road was not under Federal control, and it is therefore not clear in what way Decision No. 2 shall be applied, the Labor Board decides that the increases specified in Article IV should be added to the rates in effect on the Nevada Northern Railway at 12.01 a. m., March 1, 1920, and applied to all employees specified in that article

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#### INTERPRETATION NO. 21 TO DECISION NO. 2.—DOCKET 312.

*Chicago, Ill., June 21, 1921.*

*Question.*—Shall the increase of 15 cents per hour specified in sections 1, 2, and 3, Article III of Decision No. 2, be applied to labor foremen in shops and enginehouses whose duties consist of supervising engine wipers, laborers, tool checkers, headlight men, fire tenders, turntable operators, and like positions, who were increased under the provisions of sections 6 and 8, Article III of Decision No. 2?

*Statement.*—Article XII, Decision No. 2 of the Labor Board reads, in part, as follows:

The intent of this article is to extend this decision to a miscellaneous class of supervisors and employees, practically impossible of specific classification, and at the same time insure to them the same consideration and rate increase as provided for analogous service.

*Decision.*—The Labor Board decides that analogous service, as applied to supervisory forces, entitles the supervisors in question to a monthly increase of not less than 204 times 13 cents, or \$26.52 per month, which amount represents the minimum monthly increase accruing to any class of supervisory forces specifically referred to and coming under the provisions of Decision No. 2.

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#### INTERPRETATION NO. 22 TO DECISION NO. 2.—DOCKET 242.

*Chicago, Ill., June 28, 1921.*

*Question.*—Shall the daily guaranty for passenger service, established by Supplement No. 15 to General Order No. 27, of \$6 and \$4.25 for engineers and firemen, respectively, be increased 80 cents by Article VI of Decision No. 2, making the new minimum \$6.80 for engineers and \$5.05 for firemen?

*Decision.*—Yes.

**INTERPRETATION NO. 1 TO DECISION NO. 119.—MISC. CASE 101.1.**

*Chicago, Ill., May 11, 1921.*

*Question.*—How shall carriers and their employees conduct their negotiations on the matters referred back by Decision No. 119?

*Decision.*—Decision No. 119 does not attempt to direct how the carriers and their employees shall conduct their negotiations.

While Decision No. 119 refers the controversy back to the individual carriers and their employees for negotiations, it does not limit or restrict an individual carrier and its employees from going into concert with another carrier and the duly authorized representative of its employees, or any number of other carriers and the duly authorized representatives of their employees, for the purpose of jointly conducting conferences on the matters referred back by this decision.

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**INTERPRETATION NO. 2 TO DECISION NO. 119.—DOCKET 1.**

*Chicago, Ill., June 16, 1921.*

*Question.*—The Railroad Labor Board has received communications from Cincinnati, Indianapolis & Western Railroad Co., Florida East Coast Railway Co., Ann Arbor Railroad Co., Chicago Great Western Railroad Co., and Tennessee Central Railroad Co., each presenting to the Board, in substance, the following inquiry:

Does Decision No. 119 terminate July 1, 1921, the agreements of the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen with said carriers, or is the contention of said organizations correct, namely, that Decision No. 119 in no wise affects the agreements, supplements, orders, etc., executed with or issued by the United States Railroad Administration, as applied to engineers, firemen, conductors, trainmen, and yardmen, on the ground that no dispute with regard to these matters was before the Labor Board, involving said organizations, when Decision No. 119 was rendered?

*Decision.*—The Labor Board did not, nor could it under the provisions of the Transportation Act, 1920, include in its Decision No. 119 any matter which was not properly before it as a dispute. Decision No. 119 did not, therefore, terminate the existing schedules or agreements of the train, engine, and yard employees in the service of the carriers involved. Changes in such schedules or agreements, however, may be made after the required notice either by agreement of the parties or by decision of this Board after conference between the parties and proper reference in accordance with the provisions of the Transportation Act and the rules of the Board.

## INTERPRETATION NO. 3 TO DECISION NO. 119.—DOCKET 399.

*Chicago, Ill., June 22, 1921.*

*Question.*—Are the employees comprising Mutual System Federation No. 40 of the Railway Employees' Department, American Federation of Labor, within their rights in selecting and duly authorizing some one other than an employee of the Virginian Railway Co. as their agent or counsel in negotiating an agreement?

*Decision.*—Yes. Title III of the Transportation Act, 1920, and various decisions by this Board, including Decision No. 119, clearly establishes and recognizes the right of employees to designate representatives of their own choice, and to duly authorize such agents to represent them and to perform all things for them and in their name as they or each of them could do if personally present.

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## INTERPRETATION NO. 4 TO DECISION NO. 119.—MISC. CASE 101.1.

*Chicago, Ill., June 25, 1921.*

*Question.*—Does Decision No. 119 terminate July 1, 1921, the agreement of the Order of Railroad Telegraphers with the carriers included in that decision, or is the contention of said organization correct—namely, that Decision No. 119 in no wise affects the agreements, supplements, orders, etc., executed with or issued by the United States Railroad Administration, as applied to the classes of employees covered by the existing schedules or agreements negotiated by the Order of Railroad Telegraphers, on the ground that no dispute with regard to these matters was before the Labor Board, involving said organization, when Decision No. 119 was rendered?

*Decision.*—The Labor Board did not, nor could it under the provisions of the Transportation Act, 1920, include in its Decision No. 119 any matter which was not properly before it as a dispute. Decision No. 119 does not, therefore, terminate the existing schedules or agreements of the classes of employees covered by the existing schedules or agreements negotiated by the Order of Railroad Telegraphers. Changes in such rules or agreements, however, may be made after the required notice, either by agreement of the parties or by decision of this Board after conference between the parties and proper reference in accordance with the provisions of the Transportation Act and the rules of the Board.

This decision is not to interfere with agreements reached nor with negotiations proceeding after proper notice.

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## INTERPRETATION NO. 5 TO DECISION NO. 119.—MISC. CASE 101.1.

*Chicago, Ill., June 28, 1921.*

*Question.*—Shall the employees in general offices now covered by existing agreements of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees be granted

the right to negotiate an agreement with the carrier distinct from that negotiated by said organization?

*Statement.*—Several disagreements have resulted in the negotiations now pending under Decision No. 119 between the carriers and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees over the question of the right of employees in general offices now covered by existing agreements of this organization to negotiate their own agreement independently of that of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees under circumstances where the said organization represents a majority of all the clerks and station employees in the service of the carrier, but not a majority of the general office force.

In the case immediately in question, a majority of the general office force have expressed a desire not to be included in the agreement under negotiations between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees and the carrier, and have asked permission to be allowed to enter into a separate agreement. The railroad inquires whether it shall grant such permission and negotiate with the representatives of the general office force on this basis.

The carrier favors such separation on the ground that the general office force is a separate class or craft and as such is entitled to negotiate a separate agreement. The organization contends that the general office force is not a separate class or craft, and that since the organization committee represents the majority of the employees of the carrier in clerical and station service, it is entitled to negotiate an agreement covering all such employees under Principle 15 of Decision No. 119.

*Opinion.*—The principal reasons, apart from any personal preference of the employees, for favoring the exclusion of the general office force from the agreement negotiated by the organization committee are that their positions are of a confidential nature and that their work and conditions of employment are sufficiently different from those of the other employees in clerical and station service to make their inclusion in the agreement unfair to the employees and inexpedient for the carrier.

In the opinion of the Labor Board, the personal office force of officials and confidential positions in the general offices, as well as other offices, can and should be excepted from the application of the agreement. This can be done, however, by placing the positions on an excepted list and does not call for a distinct and separate agreement.

The conditions of employment of employees in the general offices now covered by existing agreements of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees are not sufficiently dissimilar to those of the other employees in clerical and station service to necessitate two separate agreements.

The fact that the majority of the employees in the general office force desire to make a separate agreement is entitled to serious consideration. Nevertheless, under Principle 15 of Decision No. 119,

the preference of the employees can not control unless they constitute a craft or class.

*Decision.*—The employees in general offices now covered by existing agreements of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees do not constitute, within the meaning of Principle 15 of Decision No. 119 a craft or class separate and different from other employees in clerical and station service. They should, therefore, be included within the agreement to be made between the carrier and the organization representing the majority of the employees in clerical and station service. This decision will not operate to prevent the exclusion of the personal office force and confidential positions in the general offices from the application of the agreement.

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INTERPRETATION NO. 1 TO ADDENDUM NO. 2 TO DECISION  
NO. 119.—DOCKETS 1, 2, AND 3.

*Chicago, Ill., December 2, 1921.*

*Question.*—(a) What is the proper compensation for time worked outside of the established day of eight hours, July 1 to August 15, 1921, inclusive?

(b) What is the proper compensation for time worked by hourly-paid employees for service rendered on Sundays and the designated holidays, July 1 to August 15, 1921, inclusive?

(c) What is the proper compensation for monthly-paid employees for service rendered on Sundays and the seven designated holidays, July 1 to August 15, 1921, inclusive?

*Statement.*—A number of disputes have been presented to the Labor Board involving payment for time worked as outlined in the preceding question. These disputes arose largely through misunderstandings of the language contained in Addendum No. 2 to Decision No. 119.

*Decision.*—(a) The overtime rate specified in the first paragraph of rule 6, Decision No. 222, shall apply for time worked outside of the established day of eight hours, July 1 to August 15, 1921, inclusive, except on roads and for classes of employees having a more favorable method of payment prior to the effective date of any supplement to General Order No. 27 promulgated by the United States Railroad Administration, or who had reached an agreement pursuant to Decision No. 119 providing a more favorable method of payment; in either event the more favorable method of payment shall apply.

(b) The second paragraph of rule 6, Decision No. 222, shall apply for service rendered by hourly-rated employees on Sundays and the designated holidays, July 1 to August 15, 1921, inclusive, except on roads and for classes of employees having a more favorable method of payment prior to the effective date of any supplement to General Order No. 27 promulgated by the United States Railroad Administration, or who had reached an agreement pursuant to Decision No. 119 providing a more favorable method of payment; in either event the more favorable method of payment shall apply.

(c) The provisions of rule 15 of Decision No. 222 shall apply for the period July 1 to August 15, 1921, inclusive, except on roads and for classes of employees having a more favorable method of payment prior to the effective date of any supplement to General Order No. 27 promulgated by the United States Railroad Administration, or who had reached an agreement providing a more favorable method of payment; in either event the more favorable method of payment shall apply.

Employees who were compensated on a less favorable basis than outlined in the three preceding paragraphs shall be reimbursed to the extent that they have suffered a wage loss for the period July 1 to August 15, 1921, inclusive, account of such improper application.



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## PART 4

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### APPENDIX :: 1921

SHOWING REGULATIONS OF THE LABOR BOARD AND  
DECISIONS OF THE ADJUSTMENT BOARDS, ALSO  
COURT DECISIONS AND REGULATIONS OF THE IN-  
TERSTATE COMMERCE COMMISSION IN RESPECT TO  
TITLE III OF THE TRANSPORTATION ACT, 1920



## APPENDIX.

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### ANNOUNCEMENTS OF THE LABOR BOARD.

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#### ANNOUNCEMENT.

*Chicago, Ill., February 9, 1921.*

The Board has considered the request of the Association of Railway Executives as presented on January 31, 1921, and has made its decision thereon.

In order that the reasons for this decision may be understood, a statement of the history of the present dispute—which relates to the agreements, rules, and working conditions entered into or authorized by the United States Railroad Administration and their justice and reasonableness—is necessary.

On February 28, 1920, the Transportation Act became law. This act created the Labor Board and imposed upon it the duty of deciding disputes between carriers and their employees. Section 307 (*d*) of the act provides that all the decisions of the Labor Board in respect to wages, salaries, and working conditions of employees of carriers shall establish rates of wages and salaries and standards of working conditions which in the opinion of the Board are just and reasonable. Prior to the passage of the Transportation Act, the organizations of railroad employees made certain requests for increases in wages and for changes in working conditions. These requests were submitted to a conference between representatives of the carriers and of the organizations concerned, which conference took place on March 10, 1920, and continued to April 1. The conference resulted in complete failure to agree, and the parties accordingly referred the entire controversy, which included the question of reasonable rules and working conditions as well as wages, to this Board.

This Board in its Decision No. 2 of July 20, 1920, decided what wages constituted just and reasonable wages for the employees of carriers parties to the dispute. The action of the Board with regard to that part of the dispute which did not relate to wages is set out in Decision No. 2, as follows:

There are in the dispute as presented questions involving rules and working conditions, some of which are interwoven with and materially affect earnings and wages. Adequate investigation and consideration of these questions would demand time. Existing conditions required that the Board should make as early decision of the wage question as practicable. For that reason, it has been necessary—and both parties to the controversy have indicated it to be their judgment and wish—that the Board should separate the questions involving rules and working conditions from the wage questions. Accordingly, the Board has not undertaken herein to consider or change the rules and agreements now existing or in force by the authority of the United States Railroad Administration or otherwise, and this decision will be so understood and applied.

The Board assumes as the basis of this decision the continuance in full force and effect of the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration. Pending the presentation, consideration, and determination of the questions pertaining to the continuation or modification of such rules, conditions, and agreements, no changes therein shall be made except by agreement between the carrier and employees concerned. As to all questions with reference to the continuation or modification of such rules, working conditions, and agreements, further hearings will be had at the earliest practicable date, and decision thereon will be rendered as soon as adequate consideration can be given.

On December 18, 1920, this Board notified the parties to the dispute that a hearing of that portion of the dispute which was submitted to the Board on April 15, 1920, and which was not decided in Decision No. 2, which said undecided portion of the dispute related to rules and working conditions, would be heard beginning Monday, January 10, 1921.

Accordingly, on that date the representative of the carriers presented evidence and argument tending to show that the rules and working conditions embodied in the agreements entered into by the director general and the several organizations of railroad employees were in many respects unjust and unreasonable and continued to present evidence and arguments as stated until February 3, 1921.

On January 31, 1921, the chairman of the labor committee of the Association of Railway Executives appeared before the Board and urged that this Board at once take the following action in order to avoid a financial catastrophe to the railroads:

First, that the national agreements, rules, and working conditions entered into or authorized by the United States Railroad Administration be terminated at once; that the question of reasonable rules and working conditions be remanded for negotiations between each carrier and its own employees; and that as the basis of such negotiations, the agreements, rules, and working conditions in effect as of December 31, 1917, be reestablished.

Second, that the Board set aside its decision expressed in Decision No. 2 as to what constitutes just and reasonable wages for unskilled labor and that it substitute the prevailing rate of wages in the various territories served by any carrier.

Section 307 of the Transportation Act, 1920, provides:

All the decisions of the Labor Board in respect to wages or salaries and \* \* \* in respect to working conditions of employees or subordinate officials of carriers shall establish rates of wages and salaries and standards of working conditions which, in the opinion of the Board, are just and reasonable.

It is obvious that the Board can not assume without evidence of the justness and reasonableness of the agreements, rules, and working conditions in effect on each railroad as of December 31, 1917, that such agreements, rules, and working conditions would constitute just and reasonable rules and working conditions to-day on railroads parties to the present dispute. To make such a decision without evidence and careful consideration would be an abdication of the functions of this Board and would frustrate the purposes of the Transportation Act.

It is the judgment of the Board, therefore, that the request of the Association of Railway Executives for the immediate termination of existing rules must be, and is, accordingly denied.

The duty is imposed upon this Board by the Transportation Act of determining just and reasonable wages and working conditions for employees of carriers. All questions involving the expense of operation or necessities of railroads and the amount of money necessary to secure the successful operation thereof are under the jurisdiction, not of this Board but of the Interstate Commerce Commission.

This Board is not insensible, however, of the fact that the national agreements, rules, and working conditions which are the subject matter of the dispute now being heard by the Board do effect the expenditures of the railroads. If any of these rules and working conditions are unjust and unreasonable, they constitute an unwarranted burden upon the railroads and upon the public. It is therefore the duty of this Board to use the utmost practicable expedition, consistent with the necessary time for hearing and consideration, in determining whether any of the rules and working conditions now in effect are unreasonable. The Board is endeavoring to perform this obligation and will be better able to succeed in doing so if it is not further interrupted by the introduction of unwarranted demands by either party.

The Board must also deny the request of the Association of Railway Executives as presented by the chairman of its labor committee that so much of Decision No. 2 as fixed wages for unskilled labor be set aside and the prevailing rates of wages in the various territories served by any carrier substituted.

The boundaries of the power of this Board to decide controversies between railroads and their employees are set out in section 307 of the Transportation Act. Section 307 (b) provides:

The Labor Board, upon the application of the chief executive of any carrier \* \* \* shall receive for hearing and as soon as practicable and with due diligence decide all disputes with respect to the wages or salaries of employees not decided as provided in section 301.

Section 301 provides that it shall be the duty of all carriers and their officers, employees, and agents to consider disputes in conference between representatives designated and authorized so to confer by the carriers or the employees or subordinate officials thereof directly interested in the disputes. If the dispute is not decided in conference, it shall be referred by the parties to the Railroad Labor Board.

It does not appear that there has been any attempt on the part of the Association of Railway Executives to secure conference with representatives of the unskilled laborers directly interested in this controversy.

The Board is therefore without jurisdiction to take the action requested.

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#### ANNOUNCEMENT.

*Chicago, Ill., August 13, 1921.*

The Labor Board has noted the several statements of the positions of the representatives of employees made during the present hearing to the effect that they are entitled to a further separate and distinct hearing in open meeting before the Board on each and every dispute

as to any and all rules and working conditions now before the Board, or which may hereafter come before the Board, without regard to and notwithstanding the hearings that have already and heretofore been had on these subjects by the Board. In view of these statements and demands for further hearings, the Board deems it proper in order to prevent any misunderstanding, to make a formal announcement at this time of its position and the course it proposes to pursue.

When the Labor Board first took up for hearing the dispute which had been pending before the bipartisan board, representatives of employees asked that the national agreements made with representatives of employees by the Director General during Federal control be continued, and said that they would at least assume that these agreements would be continued in effect. The representatives of the carriers took the position that only the wage question was or could be before the Board because only that question had been before the bipartisan board, and that the subject of rules and working conditions had not been a subject of conference between the parties interested. The hearing proceeded and pending that hearing representatives of employees sought conference with the carriers on the subject of the continuance of the national agreements, and upon such conferences being declined, the representatives of the employees brought the matter before the Labor Board by written applications, or, as termed by them, certifications. Both parties agreed it was desirable, if not necessary, to decide the wage question first and this the Board did in its Decision No. 2, and reserved its decision on rules and working conditions, saying:

As to all questions with reference to the continuation or modification of such rules, working conditions and agreements, further hearings will be had at the earliest practicable date and decisions thereon will be rendered as soon as adequate consideration can be given.

Pending such further consideration and decision, the Labor Board directed that the national agreements should be continued in effect. On January 10, 1921, after notice to both sides the Board resumed the hearing on the subject of rules and working conditions. Both sides were given full opportunity and allowed the widest latitude to present all the evidence and arguments they might think proper or pertinent on these subjects relating to rules and working conditions.

The discussion took a wide range and an immense amount of evidence, oral (which was taken down and transcribed for permanent record of the Board) and written, documents, expert opinions and all kinds of data and statistics were submitted and have been considered by the Board.

In this hearing the Railway Employees' Department, American Federation of Labor, represented by Mr. Jewell, and representatives of all labor organizations parties to that case were heard, and the matters under consideration were fully discussed. The employees were especially insisting on a continuance of the national agreements and a general standardization of rules.

Pending this hearing and on April 14, 1921, the Board rendered its Decision No. 119. In that decision, among other things, it directed that its direction in Decision No. 2 extending the rules and working conditions and agreements in force under the authority of the United States Railroad Administration should cease and termi-

nate July 1, 1921. It called upon the representatives of the employees and the several carriers to confer and decide on so much of the dispute relating to rules and working conditions as it might be possible for them to decide, and report as early as possible their agreements and disagreements. It reserved the right on conditions named to make a further extension of the national agreements or to terminate them at an earlier date. It announced that the Board would promulgate such rules as it determined were just and reasonable as soon after July 1, 1921, as reasonably possible, and make them effective as of July 1, 1921, and applicable to those classes of employees of carriers parties to that case for whom rules had not been arrived at by agreement. It also decided and announced:

The hearings in this dispute will necessarily proceed in order that the Labor Board may be in position to decide with reasonable promptness rules which it may be necessary to promulgate under section 3 above.

In this connection we call attention to the direction of the Transportation Act, section 308, which reads:

The Labor Board shall investigate and study the relations between carriers and their employees, particularly questions relating to wages, hours of labor, and other conditions of employment and the respective privileges, rights, and duties of carriers and employees, and shall gather, compile, classify, digest, and publish, from time to time, data and information relating to such questions to the end that the Labor Board may be properly equipped to perform its duties under this title \* \* \*.

In accordance with this direction, which we assumed was fully understood, the hearings were continued and full opportunity given to all parties to present their respective positions, evidence, and arguments. The hearings were continued as long as either party expressed a desire to submit further matter.

On May 11, 1921, Mr. Jewell, representing the employees, announced at the public hearing, "This will complete our case on rules covering working conditions, with the exception of the subject of piecework against daily work. Our exhibits and replies to management exhibits have not as yet been completed and will not be for a brief time." And he further stated that when the dispute with reference to piecework against daily work comes before the Board as result of disputes arising in conferences to be conducted, they should have an oral hearing on that question.

Mr. Jewell was told that a further oral hearing would be granted on the subject of piecework. In order that there might be no misunderstanding about this, the hearing which has just been concluded was granted, and full opportunity has been given for representatives to present their evidence and views on the subject of piecework.

Besides all the evidence that has been submitted by the respective parties on all these rules and working conditions the Board has access to a large field of information from which data, statistics, etc., are gathered, analyzed, and compiled, by its own office forces, which include men especially expert along these lines. Moreover, the Board is in possession of the reports issued by the Interstate Commerce Commission and many other governmental and state agencies, which work in these fields.

Subsequent to the issuance of Decision No. 119, the Board issued to the parties certain directions as to how their reports of the

results of the conferences should be formulated and submitted to the Board. They were directed to report in separate columns the rules agreed on, the rules proposed by the employees, and the rules proposed by the carrier not agreed to. Each party was allowed and requested to submit with and under the proposed rule not agreed to any supporting statement or argument which it was desired the Board should consider. Under these directions many conferences have been had, reports made and disputes submitted, and other conferences are pending of which reports will be made and from which disputes will be submitted.

All these hearings were had, steps taken and directions given in order that the Board might act with reasonable promptness on these matters. On the 27th of June the Board finding that while many conferences had been held and reports submitted, many conferences required had not been held or reports submitted, and the Board had not been able to consider or act on the disputes that had been submitted, the majority of the Board thought it necessary to take further action on the matter and did so, issuing Addendum No. 2 to Decision No. 119. In this addendum and announcement as a *modus vivendi* it further extended the effect of the national agreements with certain modifications mentioned until such time as it was possible to make a decision or decisions thereon. In accordance with previous announcements, it was then the purpose of the Board to render decisions on all disputes submitted as early as practicable.

The Board has had this subject before it for many months and has given the fullest opportunity to all parties interested to be heard and to present all the evidence and argument desired. The Board feels that the direction of the statute which entitles parties interested to be heard has been fully complied with.

As stated in Decision No. 119, many of the rules are of a general character, the evidence and arguments submitted on one road being applicable to all. All the roads and all classes have been heard on all these subjects. In the disputes submitted on the several roads arguments have been allowed and submitted by the parties in behalf of their several contentions, which it must be assumed present any evidence and reasons peculiarly applicable to each particular carrier and class.

In view of the Board's action in Addendum No. 2, extending the national agreements until a decision can be rendered, the Board considers that to grant the employees' request or demand for further hearings on each and every dispute, whether on piecework or other subject in the cases on rules and working conditions, now before the Board, or that may hereafter be brought before it by those parties to Decision No. 119 on the reference made in that case, would result in unjustifiable and unnecessary delay and be a great injustice to the parties interested.

The Board therefore proposes to dispose of these disputes without further or other hearing, and will not grant such as a matter of right. But if in any special case or on any particular rule or dispute the Board shall consider further information or even a further open hearing desirable or necessary to a full understanding and a just decision, the Board will so direct of its own motion and give all parties interested due notice.

## COURT DECISIONS.

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### St. Louis Union Trust Co. v. Missouri & North Arkansas Railroad Co.

[District Court Eastern District of Arkansas, W. D., February 21, 1921.]

TRIEBER, *District Judge*: The receiver appointed by the court in this cause has filed a petition asking for advice. In the petition it is alleged that effective February 1, 1921, after consultation with the judge of this court, and by his direction, the scale of wages of all officers and employees of the Missouri & North Arkansas Railroad Co. was reduced to the basis in effect April 30, 1920; that objections to said reductions have been filed by certain classes of employees through their recognized representatives, and the receiver asked to continue the scale of wages existing by direction of the United States Railroad Labor Board in its Decision No. 2, which became effective May 1, 1920. Attached to the petition is a very elaborate report of the condition of this railway ever since it was organized down to date. Exhibits are filed showing the income and operating expenses from 1907, when the road was built, to December, 1920, and an itemized statement of the earnings and expenditures for the years 1919 and 1920, the deficit for the month of January, 1921, the operating ratios for the years 1919 and 1920, and the salaries and wages paid to the employees in all the departments.

From the statements filed it is shown that, from the time the road was built and placed in operation to this date, there has never been a dividend paid to the stockholders, not a dollar of interest has ever been paid on the bonds, and that there has been a net loss of \$2,445,884.24 from the operation of the road. Omitting the deficit while the road was under the control of the Government, which amounted to \$1,168,644, the operation of the road, since the appointment of the receiver, including the interest paid on the receiver's certificates, the expenditures of operation to January 1, 1921, exceeded the gross earnings \$985,898.20.

When the road was placed in the hands of the receiver in the foreclosure proceedings by the mortgagee in this action, the road was in such condition that it could not be operated with safety. A great many of the ties were rotten; more than 40 per cent of the rails were worn out; the bridges were in an unsafe condition; there was little rolling stock, and not sufficient locomotives to operate the road. After a hearing, the court authorized the issuance of receiver's certificates in order to make the road safe for operation. A little over \$2,000,000 of receiver's certificates were issued, the mortgagee assenting that they be declared a lien prior to that of the mortgage. As the earnings were not always sufficient to pay the interest, after payment of operating expenses and taxes, some additional receiver's certificates had to be sold in order to meet the interest. There has been a deficit in the operation of the road since the road was turned back by the Government to the receiver,

but as the Government paid the deficit up to September 1, it is only necessary to consider deficits since then, which amounted to \$412,702.20. The deficit for the month of January, 1921, amounted to \$56,015.66. The monthly reports filed by the receiver in court, and which are open to the public, show these deficits. These deficits can not be met, as no money can be borrowed at any price.

It is also shown that considerable expenditures will be necessary to put the road in condition to operate it with safety. It will require about 1,000 tons of rails to replace those worn out. Additional rolling stock will have to be purchased and other expenditures made, which are absolutely necessary if the road is to be operated.

The receiver's certificates heretofore issued are practically without a market, and if any new certificates are issued they could not be sold at any price. But, even if there were a market for them at some price, the court would be disinclined to authorize a sale of them, knowing that the interest thereon could not be paid. Courts must be just as honest as corporations and individuals, and if it incurs a debt it must see its way clear to be able to pay at least the interest on it. To do otherwise would be practicing a fraud on the lenders. For this reason, to attempt to borrow money on additional receiver's certificates, assuming they could be sold, is out of the question.

Only one of two remedies is left: To stop the operation of the road or to cut down expenses wherever it is possible. To cease operating the road ought only to be resorted to if no other remedy is left. Industries have been established along the road in reliance on the operation of the railway. These industries are entirely dependent on this road to obtain raw material and to ship to the market the finished material. Without this road being operated the investments in these industries would be absolutely destroyed. Many of the farmers residing along the road, and large numbers of others who have purchased lands and settled along the road, have planted valuable apple orchards and have no other means of sending their product to market except this road. To deprive them of the means of marketing the fruit means the destruction of the orchards. The court would therefore not be justified to stop the operation of the road if it is at all possible to continue its operation. Therefore the only other remedy left is to reduce the salaries and wages of the employees at the same time, if it can be done, without reducing them below a level which will enable them to provide for themselves and their families. The salary of the receiver, who is also the general manager of the road, has been reduced by the court 20 per cent, and has been accepted by the receiver.

The important question is whether, in view of these facts, which are indisputable, the receiver would be subject to punishment under the provisions of section 312 of the Transportation Act of February 28, 1920, ch. 91, 41 Stat. p. 473. It may be conceded that the act is a constitutional exercise of the powers granted by the Constitution to Congress. But it is not conclusive that a carrier, whose earnings are insufficient to pay the wages established by the Railroad Labor Board, and unable to obtain by loans the money necessary to comply with its order, can be punished for failing to comply with the order.

To require it to continue in business at a loss is beyond the powers of Congress or a State. In *Brooks-Scanlon Co. v. Railroad Commis-*

sion of Louisiana, 251 U. S. 396, 40 Sup. Ct. 183; 64 L. Ed. 323, the act of the State of Louisiana requiring a carrier to continue the operation of a road at a loss was held to be unconstitutional, as depriving the carrier of its property. While the opinion fails to state that the invalidity is by reason of the fourteenth amendment to the Constitution of the United States, it could rest on no other ground. Reaffirmed in *Bullock v. State of Florida*, 254 U. S. —, 41 Sup. Ct. 193, 65 L. Ed. —.

In this case, the Transportation Act having been enacted by Congress, the fourteenth amendment would not apply; but the fifth amendment to the Constitution does apply to acts of Congress. As the language used in both of these amendments is the same, the same rule of construction must be applied to one as to the other. As stated in *Twining v. New Jersey*, 211 U. S. 78, 101, 29 Sup. Ct. 14, 20; (53 L. Ed. 97):

If any different meaning of the same words (referring to the fifth amendment) as they are used in the fourteenth amendment can be conceived, none has yet appeared in judicial decisions.

That it does so apply has been conclusively determined in *Fort Smith & Western R. R. Co. v. Mills*, 253 U. S. 206, 40 Sup. Ct. 526; 64 L. Ed. 862. In that case the question before the court was whether a railroad, not quite as badly situated as the Missouri & North Arkansas Railroad is, can be compelled to comply with the provisions of the act of Congress known as the Adamson law," 39 Stat. 721, (Comp. St., pars. 860a-860d), and it was held that, although that act had been held to be constitutional in *Wilson v. New*, 243 U. S. 332, 37 Sup. Ct. 298; 61 L. Ed. 755, L. R. A. 1917E, 938, Ann. Cas. 1918A, 1026:

It was not decided that there might not be circumstances to which the act could not be applied consistently with the fifth amendment, or that the act in spite of its universal language must be construed to reach literally every carrier by railroad subject to the act to regulate commerce.

It is true in that case both parties, the employer and employees, wished to go on as before, the receiver having made satisfactory terms with its men. In the instant case some of the employees have quit work and the others are protesting against the reduction of their wages. But the places of those who have declined to continue their employment have been filled by others equally competent and efficient, who are willing to accept the wages offered by the receiver, and, should the other employees see proper to quit, the receiver assures the court that he can fill their places, having many applications from competent men, who are willing to accept employment at the wages offered.

In the opinion of the court the receiver is authorized and directed to pay the wages in force prior to April 30, 1920. (270 F. 796.)

**Birmingham Trust & Savings Co. v. Atlanta, Birmingham & Atlantic Railway Co.**

[District Court, Northern District of Georgia, March 26, 1921.]

SIBLEY, *District Judge*: A creditor, holding a debt not due, but secured by bonds having past-due coupons, filed a bill in behalf of

itself and other creditors against the Atlanta, Birmingham & Atlantic Railway Co., alleging insolvency and continued inability to earn operating expenses, whereby statutory liens for materials and labor were being accumulated in large amounts having preference over the mortgages securing the bonds, and whereby numerous suits were about to be filed and the property likely to be dismembered by the foreclosure of mortgages on its various parts, and praying for the appointment of a receiver.

The company answered, admitting the facts, and joined in the prayer for a receiver, and one was appointed on February 25, 1921, and directed to carry on the business of the defendant company "in the same manner as at present," until the further order of the court, it being expressly provided that "contracts by the railway company shall not be considered as adopted by the receiver unless he is expressly authorized by the court to adopt them."

On February 28, 1921, the receiver reported that since December 31, 1918, and especially since the establishment of a wage scale, July 26, 1920, under Labor Board Decision No. 2. at a much higher rate of pay than had ever before prevailed, the company had been unable each month to earn operating expenses, and that the deficit, exclusive of interest on bonds and other indebtedness, was about \$1,000,000 per year, and increasing; that while there was money available to pay the current pay roll he had no means of procuring money for paying other operating expenses then due of more than \$300,000, and he would not be able to meet another similar pay roll; that all possible economies otherwise had been practiced and that the wages of unskilled labor should be made such as were made necessary by conditions prevailing in the various communities in which it was employed; and that all other wages and salaries should be put on a basis of those in effect December 31, 1917, plus one-half of the increases since that date, the same to be effective March 1, 1921. An order so authorizing was granted, providing:

That any employee or employees will be permitted to be heard at any time hereafter on the question of wages and salaries paid by the receiver, or on the terms of this order, on proper application to the court and notice to all parties concerned.

The receiver, on March 3, reported that he had posted the notice of the new wage scale, and in a conference with the representatives of the employees they had informed him that they continued to work only under protest. The receiver repeated the statements of his former report and made the contention that the payment of greater wages than were earned by the company would be to take the property without due process of law and deprive the creditors of the company of the equal protection of the laws, and take their property for a public use without adequate compensation being paid. The court thereupon passed an order as follows:

Upon considering the foregoing petition, it is ordered that the question of wages and salaries be, and the same is, set for a hearing on the 26th day of March, 1921, at 10 o'clock a. m., at the Federal court room at Atlanta, Ga., and all employees, or any of them, who wish to be heard will be given a hearing at that time as to what wages and salaries the receiver shall pay from that date and until the further order of the court.

It is further ordered that a copy of the foregoing petition and this order, or the substance thereof, be posted by the receiver upon all customary bulletin

boards in or upon the railway of the Atlanta, Birmingham & Atlantic Railway Co.

On March 5 the receiver reported that the employees had that day announced to him, through their representatives, that they would retire from the service on that day, and some had done so, and asked instructions as to the scope of the hearings set for March 26, and his relations to the United States Labor Board. The following order was then passed:

Upon the petition for instructions of the receiver this day filed, the following response is made: The order of February 28, 1921, authorizing a reduced scale of wages and salaries, follows a practice common in administrative orders which may affect numerous persons who are not parties to the case, whereby the order is passed with the right of anyone affected to review it. An order so passed does not adjudicate, or even prejudice, the rights of anyone who seasonably and orderly presents them to the court. The order in question does not cut off a hearing, but facilitates it for all who desire to be heard. The order of March 3, 1921, fixing a hearing on the question of wages and salaries for March 26, was passed on the court's attention being called to section 9 of the act of Congress of July 15, 1913, to comply with the procedure therein pointed out as to all employees affected by the section. At the hearing the order of February 28 will be given no other or further effect as to any employee that it ought to have by law under the facts that may then be established.

No question touching the action or jurisdiction of the Labor Board has been raised in or passed on by this court. The departments of the Government will act in harmony to carry out the functions assigned them by law. If the powers of the Labor Board are invoked, their jurisdiction of the present aspect of this controversy will naturally be in the first instance for their determination. Whether any conclusion reached by them can or should be enforced by this court will then be for decision here. No more specific instructions are deemed necessary at this time.

It is hoped that the employees will not, by refusing to operate the road, further jeopardize their own interests and complicate their rights by terminating their status as employees, or that they will make more uncertain and difficult the duty of the court in ascertaining the law and the facts by refusing to participate in said hearing. Should the employees cease to work, the receiver is directed to take all necessary steps to protect the property in his hands and to avoid incurring liability to shippers and others until the further order of this court.

Let a copy of this order be posted on each bulletin board of said railway company as provided in the order of March 3, 1921.

On March 9 complainant amended its bill, setting up that section 9 of the Newlands Act (Comp. St., p. 8674), hereinafter discussed, was unconstitutional and void as applied to this case, because limiting the receiver's liberty of contract, denying him the equal protection of the laws, and taking the property in his hands without due process of law, to the injury of complainant and the other creditors, and that to continue for even 20 days the present scale of wages would be taking the property of said creditors without due process of law and without just compensation, in violation of the fifth amendment of the Constitution.

On March 14, 1921, N. H. Evans, W. M. Martin, and others, alleging themselves to have been employees of the Atlanta, Birmingham & Atlantic Railway Co. at the time of the receivership, and to be representatives of the several classes of employees and committeemen of their several brotherhoods and authorized to represent them, petitioned the court for a rescission of the order of February 28, and a restoration of the then status, on the grounds, generally stated, that the order was improvidently granted without a hearing, and that under the Transportation Act (act February 28, 1920, c. 91, 41

Stat. 456) the authority to reduce railroad wages was now exclusively in the Labor Board, and that the order violated the provisions of section 9 of the Newlands Act, requiring a hearing after 20 days' notice to precede a reduction of wages. This petition was answered by the receiver and the original complainant and defendant, wherein, among other things, the unconstitutionality of section 9 of the Newlands Act as applied to this case was insisted upon.

On the hearing the petitioners for rescission stated that they made no dispute at this time of the facts reported by the receiver, which were the basis of the order, but rested on their points of law. Evidence was submitted showing that the telegraphers were necessary to move trains other than scheduled trains; that freight could not be handled without station agents and clerks; and that track hands and mechanics were necessary to keep the track and equipment in such repair as that trains could run; and that practically all employees were necessary to the continued operation of trains. The receiver produced evidence as to the condition of the road's business supporting his report; showed that the court's orders had been duly posted on the bulletin boards; that persons only who were employed on trains were regarded in the railroad business as being in train service or as train operatives, the expressions being confined to engineers, firemen, conductors, switchmen, flagmen, and porters; that all members of the classes of petitioning employees had, on and after March 5, refused when called to go on duty, and had been "bulletined," meaning their positions had been recognized as vacant thereafter; that train operations had ceased entirely for a week, but that a number of other employees had since been secured on the new schedule of wages who were contented with the employment and desired to remain as permanent employees. Much evidence was also introduced touching the effort of the railroad to make a similar reduction in wages, beginning in a notice issued December 29, 1920, and culminating in a proceeding before the Labor Board, which on February 15, 1921, decided, at the instance of the employees, as was testified, after reciting that a conference between employers and employees had related only to the contention that the employer was financially unable to pay the wages, that—

In view of the fact that the record clearly shows that no conference has been had between the parties with reference to the justness or reasonableness of the wages fixed by Decision No. 2 of this Board, the Board does not deem it necessary to decide to what extent, if at all, a carrier's financial condition is a factor in the determination of just and reasonable wages to be paid by such carrier.

In the judgment of this Board the conferences heretofore held do not constitute a compliance with section 301 of the Transportation Act, for the reason that no conference has been had between the parties with reference to the justness and reasonableness of the present wages.

It is the decision of this Board that it is without jurisdiction to determine the present dispute until section 301 has been complied with by conference of the parties, the subject matter of which conference shall be whether the present wages are just and reasonable.

It was further testified that, although the employees were conferring among themselves with the purpose of holding further conferences with their employer, the employer did not know of this, and in fact no further conferences had been held at the time of the receivership. It also appeared that the move for a receivership had been suggested by the then president of the railway company to the moving creditor.

Treating the reports of the receiver as true for the purposes of this hearing, the following opinion is expressed upon the points agitated:

1. While it appears from the evidence that the receivership was sought by the railway company, and from the record that the creditor's principal debt was not due, and that the allegations of its petition were admitted and its prayer for a receivership joined in by the defendant company, the proceeding was not collusive. The debt was a real and valid debt, and its not being due nor reduced to judgment did not necessarily defeat the relief. The allegations as to the condition of the company were true and must have been admitted by a truthful answer. The friendliness of the proceeding did not render it fraudulent. *Metropolitan Railway Receivership*, 208 U. S. 91, 28 Sup. Ct. 219, 52 L. Ed. 403. Besides, no revocation of the receivership is sought here, and it is not thought the petitioners would have any standing to revoke it.

2. The primary object of a receivership is to preserve the property, which is taken into custody of the court, until the rights of all concerned in it can be ascertained and effectuated. In the case of a railroad such preservation usually implies that it be kept operating, and the duty of service to the public renders such operation ordinarily imperative. But a railroad, though devoted to a public use and affected with a public interest, and hence subject to tect by the constitutional guaranties made to such property, that public regulation and control, remains private property and protected by the constitutional guaranties made to such property, that it shall not be taken from its owner without due process of law, nor be taken for public purposes without just compensation. A devotion to public use does not mean devotion to public consumption or destruction. By no sort of regulation can a railroad be compelled to operate at a continuous loss (*Brooks-Scanlon Co. v. Commission*, 251 U. S. 396, 40 Sup. Ct. 183, 64 L. Ed. 323), or even without a reasonable return on the investment (*Northern Pacific Railway Company v. State of North Dakota ex rel. McCue*, 236 U. S. 585, 35 Sup. Ct. 429, 59 L. Ed. 735, L. R. A. 1917F, 1148 Ann. Cas. 1916A, 1; *Norfolk & W. R. R. Co. v. Conley*, 236 U. S. 605, 35 Sup. Ct. 437, 59 L. Ed. 745). If the owners can not be required to consume it in operation, a fortiori the power of the court invoked for its preservation ought not to be used for its unconstitutional destruction.

3. It follows that when it appears that operation under existing conditions is consuming the corpus of the property, and the condition is not merely temporary and that there is no prospect of an early change, the duty of the court is imperative either to change the conditions for the better or to cease operations, the latter to be a last resort. Since the court can not practically raise rates nor compel patronage, it is usually shut up to reducing operations and expenses. It has been long and well settled that a receiver, while he takes the property subject to all existing liens on it, is not bound by the executory contracts of the owner. He may, under authority of the court, adopt them where it appears to the benefit of his trust to do so, or he may decline to adopt them and leave the original contracting

parties to their legal remedies. And he has a reasonable time to make his election, and the mere continuance of the execution of a contract pending election is not an adoption of it. 34 Cyc. 258, 259; *U. S. Trust Co. v. Wabash R. R.*, 150 U. S. 287, 299, 14 Sup. Ct. 86, 37 L. Ed. 1085.

The principles thus stated apply to contracts with railroad employees. The existence in this case of some sort of contracts between the railway company and the labor unions is referred to in the pleadings, but the contracts are not themselves exhibited nor put in evidence. Since the order of the court authorizing the receiver to operate the railroad expressly provided that no contracts of the company were to be considered adopted by him without authority from the court, and since the receiver's action on the matter of wages was taken within three days of his appointment, there can be no contention here that these contracts, whatever they were, had been adopted. Being unhindered by contracts, the receiver made a showing, the accuracy of which has not yet been contested, which indicated that only by reducing his wage scale could he escape suspension of operation. Thereupon he was authorized to establish a reduced scale of wages and salaries, whereby all persons of all ranks should receive compensation on a basis of their pay December 31, 1917, plus one-half of increases since made, with the right to any and all employees to be heard on application.

Where an administrative order may affect numerous persons not parties to the cause, it is a common practice to grant such order as appears to be proper, with leave to bring on a hearing thereafter. Such an order does not deny a hearing, but invites it, and is the most practical way under such circumstances of getting it promptly. It adjudicates nothing, and the receiver and all others who act under it before a hearing do so at their own risk as to the result of the hearing. *Union Trust Co. v. Ill. Midland R. R.*, 117 U. S. 435, 436, 6 Sup. Ct. 809, 29 L. Ed. 963. The order here in question was therefore, aside from special statutes, regular in its form. Impropriety in its matter is, as has been said, not contested; no contradiction of the facts on which it was based being made, and no other provisions as to the wages to be fixed being yet suggested.

4. Passing, then, to the questions of law made, has the United States Labor Board exclusive jurisdiction? Receivers are not expressly mentioned in the portion of the Transportation Act establishing the Labor Board, but its definition of the carriers dealt with as including "any carrier by railroad, subject to the Interstate Commerce Act, except a street, interurban, or suburban electric railway not operating as a part of a general steam railroad system of transportation" (41 Stat. 469), is sufficiently broad to cover a receiver operating an interstate railroad. See *United States v. Nixon*, 235 U. S. 231, 35 Sup. Ct. 49, 59 L. Ed. 207. Many questions touching terms and conditions of railroad employment, in view of the superior information and wider experience of the Labor Board on such questions, might be better handled by it than by the court, and no objection is seen to a receiver submitting such to the board, with the approval of the court.

But where, as is the case here, there is no dispute as to conditions of employment, nor as to the just and reasonable wage normally

to be paid, but only a question as to the ability of the receiver to pay the wage that has been established, without violating the Constitution, it is not seen how a decision of the Labor Board would be helpful. Not only are the purse strings of the receivership in the hands of the court, but the interpretation and application of the Constitution is the function of the court as against all boards and commissions, and the court can not abdicate that function. Its decision upon the question indicated is the only ultimately effectual decision, and to seek that of another tribunal would be barren of practical result. Questions between a receiver and his employees do not ordinarily involve matters of normal railroad operations or abstract desirability, but are always complicated by the peculiar condition of the business in his hands and are limited to short periods of readjustment. Frequently the expense and delay of seeking an advisory decision from a Labor Board would be disastrous in the exigencies of the receivership.

Moreover, in this case the Labor Board has apparently held itself without jurisdiction of the subject matter. After reciting conferences between the railway company and its employees, in which the contention was, as it still continues to be, financial inability to pay the wage, the Board held that, until another conference should be had or refused on the question whether the wage was "just and reasonable," it was without jurisdiction. No such conference has been held or refused, and no such issue has been made, and according to the board's ruling its want of jurisdiction continues. It is not necessary, however, to express an opinion upon the jurisdiction of the Labor Board. It can not be doubted that the ultimate decision of the question agitated here must be, and its initial decision may be, made by the court controlling the receivership.

5. Does the order violate section 9 of the Newlands Act? That section is a part of the provisions made by Congress to avoid interruption of train service by disputes between carriers and their employees, the remedy generally applicable being the good offices of a board of mediation and conciliation. Section 9 deals with the case of Federal receiverships and provides:

Whenever receivers appointed by a Federal court are in the possession and control of the business of employers covered by this act, the employees of such employers shall have the right to be heard through their representatives in such court upon all questions affecting the terms and conditions of their employment; and no reduction of wages shall be made by such receivers without the authority of the court therefor, after notice to such employees, said notice to be given not less than twenty days before the hearing upon the receiver's petition or application, and to be posted upon all customary bulletin boards along or upon the railway or in the customary places on the premises of other employers covered by this act. Comp. St. 8674.

Without expressing an opinion as to whether in the case of such receiverships the board of mediation has any function, it may be said that the section, in granting a hearing before the court, clearly recognizes the right of the court to decide, and in prohibiting a reduction of wages before 20 days' notice is given the right is clearly implied to reduce them after the giving of such notice. A special and unique mode of service by bulletin board is provided. The "employers covered by this act" are defined in section 1 as being the

common carriers in whole or in part by railroad which are engaged in interstate commerce. The employees intended are defined as:

All persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract. Comp. St. 8666.

The "employees of such employers" therefore clearly includes all persons operating the railroad trains at the time the receiver takes charge, and a reduction of their wages is clearly dealt with by section 9.

It is supposed, as is ordinarily the case, that the receiver will continue the business of the railroad without interruption, and that, tentatively, at least, the employees of the owner will be continued as the receiver's employees. The contention, therefore, that the order in question, being the first establishment of wages by the receiver, was not within the intent of Congress, can not be sustained. The aim of Congress, being to avoid the interruption of train service which may result from a decrease in pay without the human satisfaction of a prior hearing on the subject, would be defeated by the construction contended for. It must be held, therefore, that the order of February 28, as to employees dealt with by the Newlands Act, was in violation of said act, and to that extent illegal. The order of the court authorizing a reduction of wages of such employees, without the delay of 20 days and the hearing prescribed by the act, was without legal effect, and the action of the receiver under it also without effect, if the section is a valid law.

6. The validity of the section is attacked on several grounds. On its face it merely declares that the court must hear employees on questions affecting terms and conditions of employment, and where the question is of reducing wages must hear in advance, after 20 days' notice, and provides a mode of service. As a statute of procedure in Federal courts it is justified by the constitutional power of Congress to establish inferior courts with the implied power to define their jurisdiction and regulate their exercise of it. It does no more in the matter of wages than direct the court and its receivers not to meddle with the established scale—established with the consent of the carriers—until an orderly hearing after the usual and reasonable time to prepare for it has elapsed.

But if it be admitted that in practical operation it fixes wages for 20 days, a law so doing in avoidance of strikes, even where a classification is made of the employees, is a valid regulation of commerce. *Wilson v. New*, 243 U. S. 332, 37 Sup. Ct. 298, 67 L. Ed. 755, L. R. A. 1917E, 938, Ann. Cas. 1918A, 1024. But it is said the receiver's liberty of contract is violated, in that for 20 days he can not make contracts for service with others or at a less wage than that formerly paid. The act does not in terms prohibit him from employing others at a less wage, but the court would doubtless not sanction the discharge of old employees solely for the purpose of such employment, contrary to the spirit of the act. But a receiver as such has no general liberty of contract. As an officer of the court he may make only such contracts as the law permits and the court allows. The forbidden reduction of wages is, however, one unconsented to, for such only provoke strikes. That he might, notwithstanding the act, make will-

ing contracts with the old employees for a less wage is substantially decided in *Fort Smith & Western Railroad Co. v. Mills*, 253 U. S. 206, 40 Sup. Ct. 526, 64 L. Ed. 862. A fortiori could he make such contracts with new employees, if the former ones ceased from their employment.

And it is urged that, when a wage is compelled to be paid even for 20 days, which is beyond the power of the road to earn, the statute can not be constitutionally applied, because it would take property without due process of law and for public purposes without just compensation. It is difficult to see how the maintenance for 20 days, and until a hearing, of a wage inaugurated by consent of the carrier could be a serious taking of property. In the case at bar it appears that three-fourths of the wages paid are not affected by the act and may be freely reduced. The amount of train service could no doubt have been cut down. The trainmen, if presented the option of taking less pay for 20 days or suspending entirely, might have agreed to the temporary reduction. As a last resort the operation of the road might have been stopped for the period, since it could not constitutionally be compelled. It does not sufficiently appear in this case that the application of the statute necessarily would have been confiscatory. The order of February 28 should be modified by excepting from its operation the employees actually engaged in any capacity in train operation or train service of any description.

7. It is important to settle what employees are included in this description. The language of the Employers' Liability Act of April 22, 1908 (Comp. St. 8657-8665), and of the Hours of Service Act of March 4, 1907 (Comp. St. 8677-8680), and of the Adamson Act of September 3 and 5, 1916 (Comp. St. 8680a-8680d), defining the employees subject to them, is somewhat different in each from that used in the Newlands Act, and little light can be had from a comparison of them or the decisions under them. Section 9 of the Newlands Act seems to restrict its application to those actually engaged in train operation and train service and indicates that they were persons only who are "employed upon or in cars." The word "car" in the Safety Appliance Act (Comp. St. 8605 et seq.) was held to include engines and tenders, and no doubt does here.

The common meaning in railroad circles of "train operatives" and "train service men" includes only engineers, firemen, conductors, switchmen, train hands, and porters, and these alone are intended to be covered by this act. They actually and directly operate and serve the trains. Scheduled trains can be run without the assistance of telegraphers, and freight trains may move without station agents and clerks. While all employees of the railroad, whether upon the track or in the offices or the shops, are necessary to the continued operation of the business, they are not indispensable to an operation for 20 days, and their places are more readily filled and with less peril from inexperience than are those above mentioned as train operatives. These considerations may have guided Congress in drawing the line it did.

8. The contention is made that the petitioners here have no standing in the court, because they are no longer employees, having on March 5 voluntarily ceased to work. It appears from the evidence

that after the order of February 28 was acted upon by the receiver, and his purpose of paying reduced wages to all employees after March 1 was announced by him, the employees at first continued at work under protest. This action on their part prevented any contention that they had agreed to the reduction, and so long as they continued at work, those affected by the Newlands Act were entitled, notwithstanding the receiver's action, to claim the compensation previously paid them. Unquestionably they have a substantial interest in the correction of the court's order, which would otherwise operate to control the receiver in his payments to them; and by the express terms of the order all employees, whether protected by the Newlands Act or not, had a right to make a showing to the court upon the question of reduction. Their present showing did not cover the necessity of the reduction or any matter of fact, but did properly bring in question the exclusive jurisdiction of the Labor Board. All these parties had a standing in court to make the points they did under the express provisions of the order and in protection of their rights during the period that they continued at work. (271 F. 731.)

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**Birmingham Trust & Savings Co. v. Atlanta, Birmingham & Atlantic Railway Co.**

[District court, Northern District of Georgia, March 26, 1921.]

SIBLEY, *District Judge* (after stating the facts as above): Aside from statutory uses, employment means, in common-law language, the existence of the relation of master and servant. This may consist either in a binding contract for service or in actual service without a definite contract. One or the other is necessary. The right (with well-known exceptions) of one to refuse to serve, even though under a binding contract to do so, is a part of the constitutional personal liberty of the land. The failure or refusal to perform a contract of service may create a liability in damages, but no court will enforce the service.

The right to refuse to serve may lawfully be asserted singly or in concert with others. A strike is a concerted refusal to serve in an industry, either to assert a supposed right or to obtain an economic advantage. For either purpose, if conducted without violence or intimidation, it is lawful, though if done, not in self-interest, but for the sole purpose of injuring the employer, it may be a malicious tort. Cases cited in dissent of Justice Brandeis in *Duplex Printing Co. v. Deering et al.* (decided January 3, 1921), 254 U. S. 443, 41 Sup. Ct. 172, 65 L. Ed. —. If directed against interstate commerce, it may be an unlawful conspiracy, except as provided in Clayton Act October 15, 1914, ch. 323, 38 Stat. 730; *Loewe v. Lawlor*, 208 U. S. 274, 301, 28 Sup. Ct. 301, 52 L. Ed. 488, 13 Ann. Cas. 815; *Duplex Printing Co. v. Deering*, *supra*.

A lawful strike, whether the employment consists in a definite contract or is merely an existing relation, involves generally an abandonment of the employment and a termination by the strikers of the employment so far as they are concerned. It may be a strategic move to force at last a better employment, but it definitely de-

stroys the present one so far as the employees can destroy it. In this case the motion itself admits that there was a complete strike, a concerted refusal of all employees represented to do their customary work when summoned by the receiver. He accepted the situation and employed others to the number of 900, as many as he is at present able to pay. Evidently these, and not the old men, are now the employees.

But it is said that as to the trainmen the receiver had improperly announced a reduction of pay, and this is true. But the rights of the trainmen, under the Newlands Act (Comp. St. 8666-8676), may be analogized to those that would exist under a definite contract to serve for the 20 days involved, at the fixed wage. As in the case of a contract, the benefit of the act may be waived by the trainmen. *Ft. Smith Railway Co. v. Mills*, 253 U. S. 206, 40 Supt. Ct. 526, 64 L. Ed. 862. The wages here were not payable in advance of service, but were not due until about April 1. The receiver's announcement was no more than an anticipatory breach of his duty to pay, like an anticipatory breach of a contract to pay, which gave the other party the choice of treating the relation as broken and abandoning it without incurring liability, or of denying the right to terminate it and performing or tendering the service and claiming the pay.

Both things may not be done. A contract could not be treated as broken and abandoned and also treated as unbreakable and to be performed. To make a homely illustration, if A hires B for 20 days to work for \$5 per day, payable after the work is done, and during the work A announces he will pay only \$4, B may decline to work further for him, in view of this announced intention, and may even sue him for damages for the breach of the contract in addition to recovering full wages for the work done. But, if he would have wages for the future time, he must remain at work, unless A actually prevents him from working, and B must take the position that A can not refuse to pay him the correct wages. In this case, after the receiver announced his wage reduction, the trainmen, with the others, conferred with him and insisted on the sole jurisdiction of the Labor Board, but made no mention of the Newlands Act; and as to the question discussed they were referred by the receiver to the provision in the court's order for a hearing at any time before the court. The men remained at work under protest. This was, as has been ruled, sufficient to reserve all rights, including those under the Newlands Act, and rebutted any inference of consent to the reduction.

The refusal to work further on March 5, when summoned by the receiver, no matter what the reason or justification, terminated the employment. The invitation to present any contention to the court was extended by the original order of February 28. A definite time for a hearing was set in advance of the next pay day on March 26, without withdrawing the original invitation, which was open for any time. After the strike had commenced on March 5, an order was made emphasizing the right to a hearing, and warning of this very complication, if the service should be abandoned.

A strike, though a lawful and a valuable economic weapon, is not a substitute for orderly procedure in court, and can not be allowed

as a legal remedy for legal rights as against a receiver, without asserting that our courts can not or will not do justice, which is to announce the failure of orderly government. Although the strike vote was taken January 28, weeks before the receivership, and involved only a demand for a decision by the Labor Board, which it has held itself without authority to make, and although this only was agitated in the conference with the receiver, and as to this question the men have been held to be in the wrong, yet there was the aggravation of the oversight of the Newlands Act. and reason, perhaps, for misunderstanding about the hearing. The strike has been conducted without violence connected with the striking employees, and without personal bitterness between them and the receiver, and no reason appears why they should not be reemployed, so far as the receiver has employment for them. He testifies that he will be glad to give it to them. We do not, however, think it right to direct him to reemploy them in a body, not only because he has not now sufficient business, but also because it would not be right to discharge those who have taken some of the places and are proving acceptable and contented employees. Reemployment must be treated as an administrative detail, and to be taken up with the receiver.

2. After further hearing it was decided: Upon the question of the wages to be paid from this date, the standard set by the Labor Board is to be taken as presumptively correct, and to be disturbed only so far as the condition of the railroad demands. The evidence shows that the facts originally reported by the receiver are true, and that the deficit has been greater and the business more embarrassed in the period since January. The question now is whether the wage scale established on February 28 can be continued without destruction of the property. It is thought, however, that in view of the possibility of improving conditions, and because expenses are somewhat limited by reduced service, that the wage scale then established should be continued, if possible; and it will be so ordered. (271 F. 743).

## REGULATIONS OF THE INTERSTATE COMMERCE COMMISSION.

*Ex Parte No. 72.*

REGULATIONS GOVERNING THE MAKING AND OFFERING OF NOMINATIONS  
FOR APPOINTMENT OF MEMBERS OF THE RAILROAD LABOR BOARD.

WASHINGTON, D. C., *April 16, 1921.*

The following regulations supersede all previous regulations governing the making and offering of nominations for appointment of members of the Railroad Labor Board:

Section 304 of the Transportation Act, 1920, provides for the creation of a Railroad Labor Board to be composed of nine members. Of these nine, three are to constitute the labor group representing the employees and subordinate officials of the carriers, and three are to constitute the management group representing the carriers, to be appointed by the President by and with the advice and consent of the Senate from not less than six nominees whose nominations shall be made and offered by such employees, and not less than six nominees whose nominations shall be made and offered by the carriers, in such manner as the commission shall by regulation prescribe.

The commission is required by regulation formulated and issued after such notice and hearing as the commission may prescribe to the carriers and employees and subordinate officials of carriers, and organizations thereof, directly to be affected by such regulations, to determine the classes that shall be considered as coming within the term "subordinate official."

The overwhelming majority of the railroad employees and subordinate officials, stated by those who are in a position to speak with confidence and authority to be more than 90 per cent, are members of or represented through certain organizations of employees. These organizations and their representatives have been recognized as authorized to speak for and represent the several classes of employees by the railroad companies prior to Federal control, by the Railroad Administration during Federal control and by the President in conferences and negotiations conducted by him. It is deemed advisable to classify these representative organizations into three groups with respect to the more or less analogous character of the services performed, aiming to have the nominees, as nearly as possible, representative and conversant with the interests of all the classes of employees and employment. For the purpose of making and offering nominations as members of the labor group on the

Labor Board the commission prescribes that these organizations of employees shall be grouped as follows:

Group 1:

Brotherhood of Locomotive Engineers.  
Brotherhood of Locomotive Firemen and Enginemen.  
Order of Railway Conductors.  
Brotherhood of Railroad Trainmen.  
Switchmens' Union of North America.

Group 2:

International Association of Machinists.  
International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.  
International Brotherhood of Blacksmiths, Drop Forgers and Helpers.  
Amalgamated Sheet Metal Workers, International Alliance.  
Brotherhood Railway Carmen of America.  
International Brotherhood of Electrical Workers.

Group 3:

Order of Railroad Telegraphers.  
United Brotherhood of Maintenance of Way Employees, and Railroad Shop Laborers.  
Brotherhood of Railway Signalmen of America.  
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.  
International Brotherhood of Stationary Firemen and Oilers.

The accredited representatives of the organizations embraced in each of the above groups and duly authorized so to act shall agree among themselves upon nominees representative of the group, but the three groups must present a total of not less than six nominees.

The nominations agreed upon by each group shall be signed by the representatives of the several organizations in the group or by some one authorized by them so to act and shall be transmitted direct to the President accompanied by a certificate that the nominations have been made in accordance with these regulations.

The great mass of railroad employees are members of or represented through the organizations named above. These organizations, however, include or may include only a small percentage of the subordinate officials, and the subordinate officials not so included, as well as employees who may not be members of or represented through the above organizations, are entitled under appropriate regulations prescribed by us to make and offer recommendations for members of the labor group. It should be stated, however, that a percentage of the organizations and employees who contend for their separate right of making and offering nominations for members of the labor group is included in the membership of the above-named organizations.

In view of the above considerations, we have added a fourth group for the purpose of making and offering nominations. Included in this Group 4 are the following organizations, which comprise all organizations not included in Groups 1, 2, and 3, which have appeared at our hearings and shown that their separate right to make nominations ought to be accorded under the Transportation Act, 1920, excepting the Supervisory Station Agents' Association, the membership of which we have held are not included in the term "subordinate official."

## Group 4:

Railway Men's International Benevolent Industrial Association.  
 American Federation of Railroad Workers.  
 Order of Railroad Station Agents.  
 American Train Dispatchers' Association.  
 The Roadmasters and Supervisors' Association of America.  
 The National Order of Railroad Claim Men.  
 Railroad Yardmasters' of America.  
 International Association of Railroad Supervisors of Mechanics.  
 International Association of Railroad Storekeepers.  
 Colored Association of Railway Employees.  
 Brotherhood of Railroad Station Employees.  
 Order of Railroad Telegraphers, Dispatchers, Agents, and Signalmen.  
 Brotherhood of Railway Clerks.  
 American Association of Engineers.  
 Grand United Order of Locomotive Firemen of America.  
 Porters' Union.  
 Skilled and Unskilled Laborers (Railway).  
 Order of Railway Expressmen.  
 Railway Traveling Auditors' Association of America.  
 Order of Sleeping Car Conductors.

The accredited representatives of the organization included in Group 4, duly authorized so to act, shall agree among themselves upon nominees representatives of each organization, or of nominees jointly representative of a number of such organizations.

The nominations agreed upon by each of the organizations in Group 4, or agreed upon as jointly representative of any of the said organizations, shall be transmitted direct to the President accompanied by a certificate that the nominations have been made in accordance with these regulations; and should also include statements submitted by the duly authorized representatives of each of the organizations, or of such organizations voluntarily associated for the purpose of making joint nominations, setting forth their total membership, exclusive of officials not embraced within the classes of subordinate officials as defined by the commission's regulations of November 1, 1920, or as same may be amended, distinguishing between subordinate officials and higher officials; the percentage of the membership of such organizations, exclusive of such higher officials, who are or may be members of the organizations named in Groups 1, 2, and 3; and the distribution of such membership as between employees and subordinate officials.

The Association of Railway Executives is representative of approximately 95 per cent of the railroad mileage of the country and is authorized by the carriers members thereof to speak for and represent them in matters of this kind. The officers of that association have consulted with most of the carriers not members of the association and secured their assent to the presentation of nominees by the association.

For the purpose of presenting nominees for appointment on the Labor Board to represent the management group the commission pre-

scribed that such nominations, not less than six in number, shall be made and offered by the Association of Railway Executives.

The nominations so made shall be transmitted to the President accompanied by a certificate that they have been made in accordance with these regulations.

The act provides in section 304 that any vacancy on the Labor Board shall be filled in the same manner as the original appointment. There is no specific provision for modification of the regulations prescribed by the commission, but the authority to prescribe regulations is believed in the absence of provisions to the contrary to also confer authority to modify them if and as occasion or necessity for such modification should arise.

## REGULATIONS OF THE LABOR BOARD.

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### IN RE FILING SUBMISSIONS.

*Chicago, Ill., October 8, 1921.*

In regard to disputes filed and to be filed with the Labor Board, it is ordered that the following rules shall govern:

1. Beginning October 17, 1921, all carriers and organizations shall furnish at the time of filing a dispute fourteen (14) copies of all joint submissions of the disputes brought to the Board under Title III of the Transportation Act, 1920.

2. When ex-parte submissions are filed or submitted, the party submitting or filing the same shall furnish fourteen (14) copies for the use of the Board and in addition thereto one copy for each carrier or organization directly interested or to be affected by such submission, this to include the same number of copies of all exhibits, correspondence and papers filed with or as a part of the submission, or thereafter filed in support thereof.

3. It is urged by the Board that all submissions be jointly made and signed by the parties, both agreeing upon a statement of undisputed facts, and as to each disputed point or fact each side setting out its own contention and the argument in support thereof, stating the issues in dispute on which it is desired to submit evidence where oral evidence is relied on, or submitting as exhibits the documentary evidence relied on.

4. When either party to a dispute refuses to sign a joint submission, the other party may file an ex-parte submission stating the fact of the refusal of the adverse party to join in a submission, and in such case the adverse party must submit its reply or presentation within twenty (20) days after notice of the filing which will be duly given by the board of all ex-parte submissions.

5. In all cases of ex-parte application heretofore submitted and now on file with the Labor Board, the adverse party or defendant to the submission will be allowed twenty (20) days from date of this order (October 6, 1921) to file answer or make presentation of their submission or defense, and on their failure to do so the ex-parte submissions now on file will be treated as proper presentations and considered and acted on by the Board as such.

## DECISIONS OF THE ADJUSTMENT BOARDS.

### TRAIN SERVICE BOARD OF ADJUSTMENT FOR THE WESTERN REGION.

#### DECISION NO. 1.—CASE 3.

*Chicago, Ill., November 12, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Los Angeles & Salt Lake Railroad Co.

Claim of Conductor McNeill and crew for 10 minutes' overtime, March 10, 1921, for trip San Bernardino to Yermo.

*Joint statement of facts.*—Conductor McNeill on March 10, 1921, reported for duty at San Bernardino, his home terminal, at 11.15 a. m.; arrived at and registered into Yermo, his objective terminal, at 7.15 p. m., distance 98 miles; on duty eight hours at time of arrival and tied up at 7.25 p. m. as per his register. Claim was made for continuous time to 7.25 p. m., under paragraph "A," Article XI, Supplement No. 16 to General Order No. 27, reading:

In all classes of service trainmen's time will commence at the time they are required to report for duty, and shall continue until the time they are relieved from duty.

Claim was denied, the management contending that the road trip was completed at 7.15 p. m. after eight hours on duty and before road overtime had commenced, and no final terminal time had accrued under section 3 of Article II, trainmen's schedule, effective November 1, 1917, reading as follows:..

When held on duty after arrival to perform switching or other service, time will be allowed at regular overtime rates independent of time consumed on the trip; less than 30 minutes will not be counted, 30 minutes up to 60 will constitute 1 hour, and so on thereafter.

*Position of committees.*—The organizations contend that section 3, Article II, trainmen's schedule, quoted in joint statement of facts, applies only up to the time when overtime begins after beginning of road time, and if crew is held on duty after overtime has begun (as was done in this case), then payment should be made under paragraph "A" of Article XI, Supplement No. 16 to General Order No. 27, also quoted in joint statement of facts.

*Position of management.*—Section 3, Article II, trainmen's schedule, effective November 1, 1917, provides how trainmen shall be paid for final terminal delay, and reads as follows:

When held on duty after arrival to perform switching or other service, time will be allowed at regular overtime rates, independent of time consumed on trip; less than 30 minutes will not be counted, 30 minutes up to 60 will constitute 1 hour, and so on thereafter.

As this crew was not on road overtime at the time train arrived and conductor registered into Yermo, any terminal time accruing after such arrival should be paid for under the provisions of above-quoted section, and if 30 minutes' delay had accrued the crew would have been entitled to 1 hour's pay, but as only 10 minutes' delay occurred, the management contends that this crew is not entitled to any terminal time. If, however, this crew had been on road overtime on arrival, then such overtime would have continued to the time of final release and been paid for on the minute basis as provided for in Supplement No. 25 to General Order No. 27.

Under the provisions of the above-quoted section it is and has been the practice to pay final terminal delay whenever a crew has been held out of terminal, even though switching or other service is not performed, unless, as stated, road overtime has begun to accrue prior to or at arrival. And under this practice the continuity of service is not disturbed, i. e., it is continuous from time called for until released, and terminal time begins immediately after road time stops on arrival, the only difference being that instead of the actual minute basis the quoted section provides that the time held will be paid for on 30-minute blocks.

*Decision.*—The position of the employees is sustained.

#### DECISION NO. 2.—CASE 4.

*Chicago, Ill., November 12, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co.**

Proper rates of pay for Mallet type locomotives numbered 3620 to 3629.

*Joint statement of facts.*—Article 1 of schedule dated May 1, 1920, between the above-named organizations and above-named company, reads in part as follows:

“ARTICLE 1.—RATES OF PAY, ENGINEERS, PASSENGER.

(a)

Weight on drivers.	Engine numbers.	Between Pendleton and Starbuck and connecting branch lines.		Between Umatilla and Huntington and connecting branch lines.		All other districts.	
		Per mile (cents).	Per day (dollars).	Per mile (cents).	Per day (dollars).	Per mile (cents).	Per day (dollars).
Mallets, regardless of weight....	3800-3802	7.48	7.48	7.70	7.70	7.48	7.48

## FIREMEN, PASSENGER.

Weight on drivers.	En- gine num- bers.	Between Portland and Seattle.		Between Umatilla and Huntington and connecting branch lines.		All other districts.		Helpers, electric.	
		Per mile (cents).	Per day (dol- lars).	Per mile (cents).	Per day (dol- lars).	Per mile (cents).	Per day (dol- lars).	Per mile (cents).	Per day (dol- lars).
Mallets, regardless of weight.	{ 3800- 3802 }	6.00	6.00	6.00	6.00	6.00	6.00	.....	.....

Article 4 of schedule reads, in part, as follows:

"FREIGHT SERVICE—ARTICLE 4—RATES OF PAY.

(a)

*Rates of pay, freight, and miscellaneous service.*—Rates for engineers, firemen, and helpers in through and irregular freight, pusher, helper, mine-run or roustabout, belt line or transfer, work, wreck, construction, snow-plow, circus trains, trains established for the exclusive purpose of handling milk and all other unclassified service, shall be as follows:

*Engineers, freight.*

Weight on drivers.	Engine numbers.	Between Pendle- ton and Star- buck and con- necting branch lines.		Between Umatilla and Huntington and connecting branch lines.		All other districts.	
		Per mile (cents).	Per day (dollars).	Per mile (cents).	Per day (dollars).	Per mile (cents).	Per day (dollars).
Mallets, less than 275,000 pounds	.....	8.82	8.82	9.05	9.05	8.82	8.82
Mallets, 275,000 pounds and over	3800-3802	9.04	9.04	9.27	9.27	9.04	9.04

*Firemen, freight.*

Weight on drivers.	En- gine num- bers.	Between Portland and Seattle.		Between Umatilla and Huntington and connecting branch lines.		All other districts.		Helpers, electric.	
		Coal and oil.		Coal and oil.		Coal and oil.			
		Per mile (cents).	Per day (dol- lars).	Per mile (cents).	Per day (dol- lars).	Per mile (cents).	Per day (dol- lars).	Per mile (cents).	Per day (dol- lars).
Mallets, less than 275,000 pounds	.....	6.48	6.48	6.61	6.61	6.48	6.48	.....	.....
Mallets, 275,000 pounds and over	{ 3800- 3802 }	6.79	6.79	6.79	6.79	6.79	6.79	.....	.....

The rates specified herein are the rates given in schedule plus the increases granted by Decision No. 2 of the United States Labor Board. Article V of above-referred-to schedule, dated May 1, 1920, reads as follows:

## ARTICLE V.—RATES ON NEW TYPE LOCOMOTIVES.

If a type of locomotive is introduced on this railroad which formerly was not in use on this railroad and the rates herein provided are less than those in effect on other roads in this territory, the rates of the other roads shall be applied.

The Oregon-Washington Railroad & Navigation Co. has had in service since January, 1910, three Mallet compound locomotives, numbered 3800 to 3802, inclusive, and has had in service since August, 1920, 10 Mallet compound locomotives, number 3620 to 3629, inclusive, diagrams and descriptions of locomotives as taken from Oregon-Washington Railroad & Navigation Co. locomotive record book submitted and made a part of this statement. In connection with symbols shown at top of diagrams, beg to call attention to classification of engines as set forth in each time-table of Oregon-Washington Railroad & Navigation Co. quoted verbatim as follows:

## CLASS.

E—Eight wheel.  
A—Atlantic.  
P—Pacific.  
T—Ten wheel.  
M—Mogul.  
C—Consolidation.

TW—Twelve wheel.  
S—Switch.  
MK—Mikado.  
MC—Mallet compound.  
T-T-T—Two-ten-two.

*Example:* Consolidation engine having 57-inch drivers, cylinders 22-inch diameter, and 30-inch stroke, and weighing 187,000 pounds on drivers:

C. 57  $\frac{3}{4}$  187,000

*Position of committees.*—It is the contention of representatives of the above organizations that engines 3620 to 3629, inclusive, are of a different type than engines 3800 to 3802, inclusive, and that in accordance with Article V, quoted above, new rates of pay should be established for engines 3620 to 3629, inclusive, effective as of the date these engines were placed in service.

*Position of management.*—It is the contention of the management of this company that engines 3620 to 3629, inclusive, are not different in type from engines 3800 to 3802, inclusive, and that the rates of pay for engines 3620 to 3629, inclusive, should be in accordance with the rates of pay established for Mallet engines in articles 1 and 4 of the schedule dated May 1, 1920, revised to include increases subsequently granted by the United States Railroad Labor Board.

*Decision.*—The board decides that the contention of the employees that engines 3620 to 3629, inclusive, are different in type from engines 3800 to 3802, inclusive, is not sustained.

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 DECISION NO. 3.

In view of the fact that Decision No. 3 covers a controversy which may be given further consideration by the Train Service Board of Adjustment for the Western Region, it is considered inadvisable to include it in this compilation at the present time.

## DECISION NO. 4—CASE 6.

Chicago, Ill., November 18, 1921.

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).

Claim of Conductor J. D. Moffat and Brakemen J. S. Hartin and M. O'Sullivan, Valley Division, for 100 miles in each direction for trip Stockton to Riverbank and return to Stockton.

*Joint statement of facts.*—Conductor Moffat and Brakemen Hartin and M. O'Sullivan are regularly assigned to local freight service between Stockton, Riverbank, and Oakdale, with Stockton as the home terminal, making round trip daily except Sunday, a distance of 64 miles. On Sunday, October 3, 1920, this crew was used in freight service from Stockton, their home terminal, to Riverbank, the away-from-home terminal for chain-gang crews of the third district, and returned to Stockton, for which 100 miles in each direction was claimed at through freight rates, but instead were allowed a minimum of 100 miles at local rates for the round trip.

*Position of committees.*—The organizations contend that this was irregular service and properly belonged to chain-gang crews assigned to the third district, and as this crew was used in such service on a day they were scheduled to lay over, that the conditions applying to irregular service were applicable to this crew and that upon its arrival at an established terminal it should have been released and paid at least a minimum day for the service rendered up to that point, and when called again out of that terminal should have been paid at least a minimum day for service rendered until released at the established terminal of their regular local assignment.

*Position of management.*—That Conductor Moffat and crew were called at Stockton, their home terminal, where no other crews were available, on their lay-over day, to perform same class of work they perform on other days; that they did not go off of their assigned territory and that the terminal release rule was not applicable to them at Riverbank.

*Decision.*—It developed at the hearing in Chicago on November 16, 1921, that it had been the practice on the Coast Lines of the Santa Fe for local crews assigned to six days a week, when used in the same assignment on the seventh, to pay for this service the same as is paid for the other six days of the week.

It is the opinion of the Board in this particular case, that the character of the work performed by this crew on the day in question was not the same as performed on week days, and claim of the organizations is therefore sustained.

## DECISION NO. 5—CASE 7.

Chicago, Ill., November 18, 1921.

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).

Claim of Conductor Maxwell and Brakemen A. J. Converse and A. C. Emerson for 33½ miles each account of being run around at Riverbank, March 14, 1920, by Conductor Rogers and crew.

*Joint statement of facts.*—On March 12, 1920, Superintendent Walker of the Valley Division, ordered chain-gang crew to handle Buell's steel gang on March 13, Calwa to Riverbank, the second district of the Valley Division, and account of no second district chain-gang crews being available at Calwa a crew was made up from the Calwa extra board to handle this train. Upon arrival of this made-up crew at Riverbank, which is the home terminal of the second district of the Valley Division, the crew was continued in chain-gang service, and permitted to take their turn out of Riverbank on March 14 ahead of Conductor Maxwell and crew, who were regularly assigned to chain-gang service on the second district of the Valley Division.

Maxwell and crew made claim for 33 $\frac{1}{2}$  miles each account being run around March 14 at Riverbank by Rogers and crew on the grounds that Rogers and crew were not assigned to chain-gang service on the second district, and upon arrival at Riverbank should have been disbanded and deadheaded to their home terminal instead of being returned to their home terminal in service, thereby depriving second district crews of work properly belonging to the assigned crews of the second district.

*Position of committees.*—We contend that if it was necessary to make up a crew from the Calwa board to handle this train, such crew should have been disbanded upon arrival at Riverbank, the home terminal of the second district; that the railway company is not permitted to continue a made-up crew in the chain-gang pool, out of the home terminal of the district, unless no chain-gang crews regularly assigned to that district are available for service.

*Position of management.*—That as no chain-gang crew was available at the time when wanted it was proper to increase the chain-gang assignment by pressing an extra made-up crew into service for a round trip. At this time the Calwa extra board was protecting the first and second districts as no extra board was maintained at Riverbank. Further, that it was proper to continue the crew on the assignment until they returned to the point where the extra board was maintained.

*Decision.*—At the time of this occurrence there was no extra board at Riverbank, but an extra board was maintained at Calwa for the second district. Therefore, it is the decision of the board that the claim of the employees in this case is denied.

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#### DECISION NO. 6.—CASE 42.

*Chicago, Ill., November 18, 1921.*

**Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).**

Claim of Yardmaster W. B. White, Stockton yard, for reinstatement.

*Position of committee.*—For a period of approximately eight years prior to his dismissal, W. B. White had served as yardmaster for the Santa Fe Railway at Stockton, Calif.

On July 13, 1920, Mr. White laid off and again reported for work August 21, and was advised to meet Trainmaster Simpson, who was on passenger train No. 2. Mr. White complied with this advice. Trainmaster Simpson notified Mr. White that he had been demoted, but that he could have the night yard if he so desired or a day engine foremanship. Mr. White asked if a refusal on his part to take the positions offered meant dismissal, to which Trainmaster Simpson replied that it did. Mr. White declined to accept demotion and was thereupon dismissed.

July 14, 1921, subcommittee of the general committees of the Order of Railway Conductors and Brotherhood of Railroad Trainmen, assisted by Vice President Nemitz, Order of Railway Conductors, and Vice President Farquharson, Brotherhood of Railroad Trainmen, discussed this case with Assistant General Manager Hitchcock and Mr. Hill, assistant to the general manager. July 15 Mr. Hitchcock replied to the committee, in part, as follows:

I said to you in conference that we did not consider the trainmen's committees had the right to legislate for yardmasters.

Subsequently we endeavored to have the railway company join with us in a statement of facts in order that the case might be referred to the United States Railroad Labor Board for settlement. Mr. Hill, speaking for the railway company, declined to join with us.

It is alleged by the railway company during the discussion of this case that Mr. White's services were unsatisfactory; also, that Mr. White was disloyal during the trouble of April, 1920; further, that he had been requested to resign and had asked to be permitted to remain in the position of yardmaster until he could secure other satisfactory employment. These charges Mr. White denied.

The organizations contend that Mr. White was dismissed without just and sufficient cause; that the division officials, by their subsequent action, have proven that Mr. White was not shown the same consideration as his successor in that Yardmaster O. M. Fugitt, who relieved Mr. White, was given the assistance of a night yardmaster, which Mr. White did not have; also was permitted to put on an additional yard engine. The authority to put on this additional engine had been denied Yardmaster White.

Relative to the charge of disloyalty, Mr. White received \$75 as a reward for his loyalty from the Santa Fe Railroad.

Relative to the question of his being asked to resign, Mr. White most emphatically denies that statement in a communication to Vice President Farquharson, Brotherhood of Railroad Trainmen, dated August 11. The organizations, therefore, contend that Mr. White was unfairly and unjustly discharged and should be returned to the service and to his former position.

*Position of management.*—First, that yardmasters on the Atchison, Topeka & Santa Fe Railway (Coast Lines) are officials and not dealt with under the provisions of any of the various schedules; second, that if they should come under the provisions of a wage schedule, neither the Order of Railway Conductors nor the Brotherhood of Railroad Trainmen properly represent them; third, that even though these orders properly represent Mr. White, they let their case go by default in not presenting it within the time limit pre-

scribed in their contract; and fourth, that Mr. White was dismissed for good and sufficient cause.

*Decision.*—At the hearing in Chicago on November 18 the parties to the controversy agreed to withdraw this case, and it is therefore closed on the docket of the Board.

#### DECISION NO. 7.—CASE 9.

*Chicago, Ill., November 21, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).**

Claim of Conductor Gilmore, Los Angeles Division, for 100 miles deadhead, March 10, 1920.

*Joint statement of facts.*—A road switch run was put on by the railway company at Camp Kearny, Los Angeles division, prior to the expiration of the bulletin period advertising positions on such run.

Conductor Gilmore was on the conductor's extra board at Los Angeles at that time and was deadheaded under pay at the instance of the company, Los Angeles to Camp Kearny, to fill the conductor's position on such run until the expiration of the bulletin, at which time he was displaced by the successful bidder. On March 10, 1920, the day following his displacement, he returned deadhead to the Los Angeles extra board and made claim for 100 miles for deadheading March 10, account no other service being performed on that date, in keeping with the terms of article 27 of schedule dated April 1, 1907.

Time as claimed was denied by the railway officials, who claimed that the deadhead trip was a seniority move and not such a move as contemplated by the terms of article 27.

*Position of committees.*—The organizations contend that the deadhead movement made by Conductor Gilmore March 3, 1920, Los Angeles to Camp Kearny, was not a seniority move, as he did not take the run of his own choice, having been ordered there by the company. We further contend that payment for deadheading is due any train employee deadheading to and from a position, except an employee deadheading to a position secured by bid or application, or deadheading to displace a junior in the exercise of his seniority rights. We further contend that when Conductor Gilmore was relieved at Camp Kearny due to the run having been assigned to the successful bidder, the company is required to deadhead him back to the extra board from which taken in order that he may be available for further service, and on account of no service performed on March 10, 1920, other than the deadheading Camp Kearny to Los Angeles, the claim for 100 miles deadheading should be sustained under article 27 of the agreement.

*Position of management.*—The deadhead movement made by Conductor Gilmore was the direct result of seniority and as such should not be paid for under the provisions of article 27.

*Decision.*—Claim of employees is sustained.

## DECISION NO. 8—CASE 8.

*Chicago, Ill., November 26, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v.  
Atchison, Topeka & Santa Fe Railway (Coast Lines).

Claim of Brakemen L. S. Brooks and J. E. Slater, Albuquerque Division, for 33½ miles each, account of being run around May 28, 1920.

*Joint statement of facts.*—On May 27, 1920, Brakeman John Hoke, a regularly assigned local brakeman working between Seligman and Williams, was taken ill en route to Seligman. Mr. Hoke's conductor filed a message at Ash Fork requesting relief be furnished.

The railway company used Brakeman Patterson, who had acted as third brakeman on a train Winslow to Seligman, to fill this vacancy May 28. On May 27 and 28 and at the time Patterson was used, Brakemen L. S. Brooks and J. E. Slater, extra men, were on the extra board at Winslow and made claim for a runaround under the last paragraph of article 20, present schedule. Railway company declined payment as requested.

*Position of committees.*—Position of the organizations is that that portion of article 20 above referred to obligates the railway company to relieve any extra men filling a vacancy upon the return of the regular men or when run is declared vacant and return such extra men to the extra board from which taken; that it is not permissible for the railway company to use any extra men to fill a second vacancy if other extra men are on the extra board at the time of his first release, and that, if an extra man is used to fill a second vacancy without regard to the turn of the extra men on the extra board, each man upon the extra board is entitled to a runaround as claimed by Messrs. Brooks and Slater.

*Position of management.*—Brakeman Hoke, assigned to service between Seligman and Williams with lay-over at Seligman, not being able to accept call on May 28, 1920, it was proper to have filled the place with Brakeman Patterson, who was available at Seligman and who was an extra man from the Winslow board. The interpretation placed by committee would necessitate deadheading men in both directions simultaneously.

*Decision.*—The facts in this case show that the telegram reporting the illness of Brakeman Hoke was not received at Winslow until 9 a. m. May 28, making it impossible to send the brakeman first out on the extra list at Winslow to Seligman to relieve Hr. Hoke.

No evidence was adduced to show why the message was not sent, or whether it was filed as alleged. The Board under these circumstances feels obliged to take cognizance of the fact that there was not sufficient time to relieve Brakeman Hoke by deadheading a man from Winslow, and decides that the claim in this particular case is denied.

## DECISION NO. 9—CASE 10.

*Chicago, Ill., November 26, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v.  
Atchison, Topeka & Santa Fe Railway (Coast Lines).

Claim of Conductor Littlehale and crew, also any other crews in San Bernardino, May 7, 1920, for  $33\frac{1}{2}$  miles each, account of being run around by Conductor Gilmore and crew.

*Joint statement of facts.*—San Bernardino is the home terminal for chain-gang freight crews on the Los Angeles Division, and on May 7, 1920, Conductor Gilmore and crew were taken from the Los Angeles extra board to handle an extra freight train Los Angeles to San Bernardino. Upon arrival at that point they were continued in service without being released and returned to Los Angeles with another freight train, running around Conductor Littlehale and crew who were regularly assigned to chain-gang service on the Valley district of the Los Angeles Division. Conductor Littlehale and crew make claim for  $33\frac{1}{2}$  miles each for being run around by Conductor Gilmore and crew, which the committee amended to include all other regularly assigned freight chain-gang conductors and brakemen who were in San Bernardino May 7, 1920, and available for service at the time Conductor Gilmore and crew departed from that point.

*Position of the committee.*—The organizations contend that when a made-up crew reaches the home terminal of the district upon which used, that such crew should be disbanded unless an emergency exists at the home terminal equal to the one making necessary the placing of such crew in service. Therefore, as this crew was improperly continued in service and used ahead of Mr. Littlehale and crew and others out of San Bernardino, the organizations contend that the time as claimed should be allowed.

*Position of management.*—A special shipment of high-class freight was offered at Los Angeles provided it could be moved at once by special train. No chain-gang crew was available at Los Angeles and it was necessary to use a made-up crew from the extra board at Los Angeles. This crew was called for a turn-around trip to San Bernardino and return, and it was proper to make use of this crew to handle a train in the return movement.

*Decision.*—Claim sustained.

## DECISION NO. 10—CASE 12.

*Chicago, Ill., November 26, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v.  
Atchison, Topeka & Santa Fe Railway (Coast Lines).

Claim of Conductor A. C. Sheppard and Brakeman I. Ganner, Valley Division, for 298 passenger miles, 6 hours and 25 minutes' overtime for work performed in short turn-around passenger service November 16, 1920.

*Joint statement of facts.*—On November 16, 1920, Conductor A. C. Sheppard, Valley Division, was used to relieve a regularly assigned conductor in short turn-around passenger service out of Calwa, and on the date in question handled trains Nos. 15, 30, 23, 32, 31, 24, 25, and 28. Claim was made for 298 miles plus 6 hours and 25 minutes' overtime, under Article III, Supplement No. 16 to General Order No. 27. Time as claimed was disallowed by the company and payment made on the basis of a minimum of 150 miles for trains 15, 30, 23, and 32, and a minimum of 150 miles for trains 31, 24, 25, and 28.

*Position of committees.*—The organizations contend that Article III of Supplement No. 16 to General Order No. 27 provides but one method for the payment of trainmen employed in short turn-around passenger service, and that the method of splitting the day, as used by the company, was contrary to the established method as set forth in Article III of Supplement No. 16.

*Position of management.*—One crew being regularly assigned to the morning set of runs and another crew being assigned to the afternoon set of runs, Conductor Sheppard was representing two conductors during his day's work and was properly paid the wages regularly paid to each.

*Decision.*—In view of the fact that this local arrangement was not approved by proper authority, the contention of the organizations is sustained.

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#### DECISION NO. 11.—CASE 13.

*Chicago, Ill., November 26, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).

Claim of Conductor R. W. White and Brakemen G. W. Clifton and H. W. Koll for eight hours' pay under the held-away-from-home-terminal rule, account being held at Riverbank 24 hours November 19, 1920.

*Joint statement of facts.*—On November 18, 1920, Conductor R. W. White with Brakemen G. W. Clifton and H. W. Koll, who were regularly assigned to the extra board at Calwa, the away-from-home-terminal of the second district chain-gang crews, were used as an extra made-up crew in chain-gang service on the second district, departing from Calwa at 3.30 a. m., arriving at Riverbank at 9 a. m., same date, and on arrival at Riverbank were marked up on the board in turn with respect to chain-gang crews of that district, departing from Riverbank, the home terminal of the second district chain-gang crews, at 6 p. m., November 19, in chain-gang freight service. This crew made claim for eight hours' pay under the held-away-from-home-terminal rule because of having been held at Riverbank from 9 a. m., November 18 to 6 p. m., November 19, a total of 33 hours, which the railway company declined to pay.

*Position of the committee.*—The organizations contend that this was a made-up crew, belonging to the first district, and used on the second district, and should have been disbanded upon arrival at the home terminal of the district upon which used, which in this

case is Riverbank, and should not have been used out of Riverbank unless an emergency at least equal to the one making the use of this crew necessary, existed at Riverbank. Therefore, the time as claimed should be allowed.

The organizations further contend that the held-away-from-home-terminal rule obligates the railway company to designate a home terminal for each crew in pool freight and in unassigned service, and that such home terminal shall not be changed for an individual crew as was done in this case to evade the consequences of the rule.

*Position of the management.*—That when necessary to press an extra made-up crew into chain-gang freight service because of no chain-gang crews being available, it is proper to use them in service on the return movement; that this crew became a temporary addition to the chain-gang assignment until they returned to the point at which they entered the service. Further, that while so temporarily assigned the crew took the home terminal provisions of the assignment in which they were used.

*Decision.*—Claim of Conductor R. W. White and Brakemen G. W. Clifton and H. W. Koll is allowed.

#### DECISION NO. 12.—CASE 14.

*Chicago, Ill., November 26, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).

Request that mixed train rates be paid crews operating trains 35 and 36 Calwa-Corcoran via Fresno and return to Calwa, with back pay to the effective date of Supplement No. 25 to General Order No. 27.

*Joint statement of facts.*—The Santa Fe Railway Co. operates a turn-around service out of Calwa in which the assigned crew leaves Calwa in freight service to Corcoran, the turning point, returning in passenger service train 35 to Calwa via Fresno.

Article 35 of the schedule in effect between the Santa Fe Railway Co. Coast Lines and the Order of Railway Conductors and Brotherhood of Railroad Trainmen provides that—

On the Los Angeles and Valley Divisions crews assigned to runs handling passenger and freight will be classed in mixed service.

Prior to the effective date of Supplement No. 25 to General Order No. 27 this crew was paid mixed-train rates for this service. After the effective date of Supplement No. 25 to General Order No. 27 the company paid local freight rates which were less than mixed-train rates, basing the right to do so upon paragraph (c), Article VI of Supplement No. 25 to General Order No. 27, reading:

Road conductors and trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

The organizations protest this method of payment and allege that the supplement did not reclassify service.

*Position of the committees.*—The organizations contend that the supplement did not reclassify service; therefore, the railway company was in error in changing the rate of pay as the service performed since the rate has been changed is identical with the service performed prior to the time the change in rate was made.

*Position of management.*—It is the position of the railway company that Article VI, Paragraph (c), Supplement No. 25 is mandatory and that two classes of service handled on the same day or trip must be paid under the above-quoted article.

*Decision.*—Claim of organizations is sustained. Back payments to be made from March 1, 1920.

#### DECISION NO. 13.—CASE 17.

*Chicago, Ill., November 28, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).

Claim of Conductor R. E. Black, Brakemen C. D. Hubbard and J. W. Clifton, for run-around September 16 and 17, 1920.

*Joint statement of facts.*—On approximately September 14 the chain gang through freight board of the third district of the Valley Division was increased two crews, namely, Ledgerwood and crew and Spinney and crew. These crews were continued in the assignment until each had made two round trips between Richmond and Riverbank. On September 16 Conductor Ledgerwood and crew, called in the turn of their arrival, left the terminal at 10.30 p. m., when Black and crew were available for service. September 17 Spinney and crew were called in the turn of their arrival and left the terminal at 2.30 a. m., when Black and crew were available for service.

Black and crew made claim for 33½ miles for each member of the crew for each time Ledgerwood and Spinney left the terminal when Black and crew were available for service. The company declined payment as claimed.

*Position of committees.*—The organizations contend that these crews were emergency crews and should not have been used out of the home terminal when the regular assigned chain gang through freight-service crews were available. March 8, 1921, Superintendent Walker wrote Assistant to General Manager C. E. Hill, in part, as follows:

It has always been the practice on this division when a made-up crew is used in chain-gang service out of home terminal, that they be disbanded on return to that point, and if the services of an extra crew are still needed we make up another crew from the extra board unless the assignment is to be permanent, in which case the extra crew is continued in the assignment and run is properly advertised for bids.

The organizations further contend that as these crews were not bulletined and were discontinued after having completed two round trips each and were used on their second trip out of the home terminal ahead of a regular assigned chain-gang crew, that the claim as submitted should be allowed.

*Position of management.*—The organizations claim these were "emergency" crews. The railway company does not admit that

these were "emergency" crews. The conditions warranting an increase in the regular assignment, two crews were added with the intention of keeping them in such assignment until and when conditions might warrant again reducing the number of crews. It was, therefore, proper to give these crews their turn at both ends of the district with other chain-gang crews until the assignment was again reduced.

*Decision.*—The Board decides that an emergency did exist; therefore claim is denied.

#### DECISION NO. 14.—CASE 19.

*Chicago, Ill., November 28, 1921.*

#### Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.

Claim of Conductors James Weldon and F. H. Wilson, Lake Superior Division, for one day's pay at work-train rates July 22 and 29, 1920, respectively, based on rule 48, Article II of the conductors' schedule, dated June 15, 1920.

*Joint statement of facts.*—Several regular assignments in work-train service were bulletined as per rule 12 (a), Article II of the conductors' schedule. Conductor Wilson, who was holding a regular car in chain-gang service, applied for and was assigned in accordance with his seniority in service to the work-train assignment which commenced on July 22, 1920. He arrived at Duluth in chain-gang service at 3.30 a. m., July 22, after being on duty 16 hours; rest period expired at 1.30 p. m., and he was called for work-train service at 8.30 a. m., July 23.

Conductor Weldon, who was also holding a regular car in chain-gang service, applied for and was assigned in accordance with his seniority in service to the work-train assignment which commenced July 30. He arrived at Duluth in chain-gang service at 7.55 a. m., July 29, after being on duty 12 hours and 55 minutes; rest period expired at 3.55 p. m., and he was called for work-train service at 6 a. m., July 30.

Conductor Wilson submitted claim for one day's pay at work-train rates for July 22, and Conductor Weldon submitted claim for one day's pay at work-train rates for July 29, 1920, based on rule 48, Article II of the conductors' schedule, reading:

The time of assigned conductors will not be discounted for days not used.

*Position of committees.*—On July 17 the following notice was issued by the division superintendent and placed on all bulletin boards:

NOTICE NO. 17.

DULUTH, July 17, 1920.

*Conductors, Lake Superior Division:*

We expect to use five (5) work-train crews within the next few days. These jobs will be assigned to the senior conductor applying. Please make application to the trainmaster's office.

(Signed)

W. H. STRACHAN, *Superintendent.*

Conductors Wilson and Weldon were two of the conductors selected from the total number signing notice requesting the service. Both of these conductors were in pool and unassigned service, running first in, first out of Duluth, and were in Duluth some part of each alternate date. Mr. Rapelje's letter of May 19, 1921, addressed to Mr. Hughes, in the second paragraph, states:

It is my understanding that the work trains to which these two conductors were assigned had been properly bulletined under paragraph (a), rule 14, Article II of the conductors' schedule, and under the provisions of this paragraph Conductors Weldon and Wilson made application and were assigned to this work-train service, and also that when the bulletin was posted it was stated the date on which this work-train assignment would become effective.

Please note the notice as issued does not make mention of any effective date; therefore, under the reading of the notice the committee feels that the effective date of assignment for these conductors is the date that the first conductor was put in this work-train service, which was Conductor Robinson, July 22. Conductor Wilson arrived in Duluth (the division terminal) July 22 in pool service at 3.30 a. m.; had legal rest at 1.30 p. m., and available for service for full 16-hour period, but was not used until 8.30 a. m. July 23, when he was put in work-train service under the provisions of rule 14 (a), Article II.

Conductor Weldon was withdrawn from pool service July 29 and put in work-train service July 30. He was available for full legal service of 16 hours at 3.55 p. m. July 29, 1920.

The committee contends that when Conductor Robinson was put in this work-train assignment on July 22 that was the effective date of the assignment for all the conductors assigned under Notice No. 17 of July 17, and further contends that all of these conductors assigned were considered competent, and such being the case they should have been put in service in relation to their seniority, i. e., first, James Weldon; second, W. A. Robinson; third, J. H. Symington; fourth, F. H. Wilson. However, Conductor W. A. Robinson who is No. 43 on the seniority list, was put in work-train service July 22; Conductor F. H. Wilson, No. 50, on July 23; Conductor Weldon, No. 34, July 29; and Conductor J. H. Symington, No. 45, date unknown, but later than Weldon. July 22 should be the effective date of the assignment inasmuch as Conductor Wilson was not used July 22 or Conductor Weldon July 29, in accordance with rule 51-A, reading:

The time of assigned conductors will not be discounted for days not used.

*Position of management.*—On July 17, 1920, the superintendent posted a bulletin with reference to placing in service five work-train crews. Three work-train crews commenced service on July 22, 1920, but the fourth crew, Conductor Wilson, was not called for service until 8.30 a. m. July 23, for the reason that he was not available for service on the 22d, the date for which claim is made for an additional day's pay. Conductor Wilson applied for work-train service and was assigned in accordance with his seniority in service. As outlined in the joint statement of facts, Conductor Wilson arrived at Duluth in chain-gang service at 3.30 a. m. July 22 after having been on duty 16 hours, and his rest period did not expire until 1.30 p. m.

In the case of Conductor Weldon—he arrived at Duluth in chain-gang service at 7.55 a. m. July 29 after having been on duty 12 hours and 35 minutes, and his rest period did not expire until 3.55 p. m. July 29. Conductor Weldon also had applied for and was assigned to work-train service, but was not called for work-train service until 6 a. m. July 30, for the reason he was not available for service on the 29th, the date for which claim was made for an additional day's pay.

Under the schedule rules in effect bulletins are posted covering work-train assignments and conductors are given an opportunity to exercise their seniority, and in doing so the rules do not contemplate allowing pay when changing from one assignment to another. When Conductors Weldon and Wilson arrived at Duluth on July 22 and 29, respectively, they terminated their assignments in chain-gang service and therefore the 3,000-mile guarantee attaching to that service would not be applicable, and, as they were changing from one service to another in the exercise of their seniority, it is the contention of the management that they are not entitled to the additional compensation as claimed for the reason that they were not available for service on the dates mentioned.

It is customary in all cases to mark up conductors for work-train service, where it is possible to do so, without loss of time, and inasmuch as Conductors Wilson and Weldon signed for these work trains, it was natural to assume that they desired to enter work-train service on the date the assignment became effective and in this instance if they had been allowed to continue in chain-gang service for another round trip this would either have delayed the commencement of the work-train assignment or required the use of extra men.

It is the position of the management that the situation was properly handled and was strictly in accordance with the schedule rules governing, and the claims for additional compensation were denied on the ground that there are no schedule rules which would support such payment.

*Decision.*—Claim of Conductors James Weldon and F. H. Wilson denied.

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#### DECISION NO. 15—CASE 22.

*Chicago, Ill., November 29, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Claim of Conductor T. J. Savoy for 800 miles pay at through freight rates account not being allowed to exercise his seniority July 14, 1920, and subsequent thereto.

*Position of committees.*—The Minnesota Division covers the territory from Staples, Minn., to Dilworth, Minn., a point 105.4 miles west; the branch line Wadena to Oakes diverging southwestward 151.3 miles at Wadena, a point 17 miles west of Staples; also branch line Manitoba Junction to Pembina, distance 188.1 miles, diverging at Manitoba Junction, a point 82.4 miles west of Staples. At East

Grand Forks, a point on the latter branch, a number of crews terminate and handle assignments created under the provision of rule 12, article 3, East Grand Forks being 177 miles distant from Staples and a point at which no extra list of conductors is maintained.

On July 6, 1920, three work-train assignments were put on at East Grand Forks, making 40 regular positions for conductors. Conductor Savoy being No. 39 on the seniority list of the Minnesota Division could hold a regular assignment out of East Grand Forks and was so notified by the trainmaster and told that he would be required to go to East Grand Forks as he could not run extra out of Staples when he could hold a regular run out of East Grand Forks. Conductor Savoy, filling a temporary vacancy on Conductor Nickey's car on July 8, continued as conductor on that car until July 13, arrived at Staples at 7.30 p. m., July 13, and was displaced by reason of Conductor Nickey reporting for duty. On July 14 Conductor McDonald, who had sufficient seniority to enable him to perform regular service, laid off for eight days and Conductor Savoy applied for permission to fill the vacancy. This was denied him on the ground that he could hold regular service at East Grand Forks and must, therefore, go to that point in order to perform service of any character.

We do not believe that Conductor Savoy should have been denied the right to exercise his seniority as a conductor in accordance with rule 11, article 3, and claim for 800 miles lost time is therefore made. Under the application of rule 11 we understand that a conductor has the right to exercise his choice to work as a conductor which his seniority entitles him to, regular or extra. The management in declining claim of Conductor Savoy says the Cleveland compact will not permit of a conductor performing extra service except where a guaranteed extra list is maintained under the provisions of rule 73, article 2.

The Cleveland compact is a dividing line between two classes of service; that of performing service as a conductor and that of brakeman. Under the Cleveland compact as many conductors must be withdrawn from service as brakemen as there are regular positions as conductors. There is nothing in the compact that says these withdrawn conductors must fill the regular positions, but does deny them the opportunity to a position as brakeman.

There was no extra board maintained at Staples; therefore the provisions of paragraph (e) of this rule would not give the management the right to take an extra conductor that was braking to fill a vacancy ahead of a senior conductor who had been withdrawn from service as brakeman, which was done in this case, under the provisions of the note in connection with rule 30, article 3.

The management lays considerable stress on question C, contained in letter of June 1, 1920, found on pages 80, 81, and 82 of our schedule, issued over the signature of President Sheppard, of the Order of Railway Conductors, addressed to his vice presidents, relative to four extra conductors. This question has no bearing on the case in question, for, as stated in the foregoing, there was no extra board maintained at Staples under the provisions of rule 73, Article II; therefore we contend that all work as conductor on the Minnesota Division was open to conductors subject to their seniority.

*Position of management.*—On July 8, 1920, three work trains were placed in service on the Minnesota Division, which resulted in creating three permanent vacancies on assigned runs operating on the Red River Branch, with home terminal at East Grand Forks. Staples is the home terminal and division headquarters for crews operating on the main line, and East Grand Forks, an isolated point, is the home terminal for crews operating on the Red River Branch, and as there were no applicants for the three vacancies created at East Grand Forks, the trainmaster on that date notified the three senior extra conductors, viz, Conductors Phillips, Savoy, and Wherry, that they were next in line for permanent positions as conductors, and were requested by the trainmaster to go to East Grand Forks to fill these permanent vacancies. Article II of the Cleveland compact, appearing on page 51 of the conductors' schedule dated June 15, 1920, is referred to.

Inasmuch as Conductor Savoy was filling a temporary vacancy as conductor in chain-gang service between Staples and Dilworth, he was allowed to remain in that service until July 13, when displaced by the regular conductor returning to service, who was senior to Conductor Savoy. After being displaced on July 13 Conductor Savoy made application for further extra running as conductor out of Staples. He was then notified by the trainmaster that he would be obliged, under Article II of the Cleveland compact, to exercise his seniority to one of the permanent positions vacant at East Grand Forks, but instead of going to East Grand Forks, Conductor Savoy elected to remain at Staples until July 21, and claims pay for time lost from July 14 to July 21, inclusive, on account of not being permitted to perform intermittent extra running out of Staples as conductor in preference to a permanent position at East Grand Forks, for which he was next in line.

The conductors' committee and the management were unable to agree upon a joint statement of facts, the conductors taking exception to the statement contained in the above that the claim of Conductor Savoy for lost time July 14 to July 21, inclusive, was on account of not being permitted to perform intermittent extra running out of Staples as conductor in preference to a permanent position at East Grand Forks for which he was next in line. The conductors disclaim that this was intermittent extra running that Conductor Savoy requested he should be allowed to do, and the reason for the claim at this time is on account of Conductor Savoy not being permitted to fill a temporary vacancy as conductor occasioned by Conductor McDonald laying off in chain-gang service on July 14, following the day the former was displaced on account of regular Conductor Nickey returning to service.

Regardless of the fact that there was an interval of one day between the time Conductor Savoy was displaced and the time the vacancy occurred on Conductor McDonald's car, the conductors' committee is attempting to establish the principle of permitting conductors to lay around at terminals to do intermittent extra running as conductor from time to time as such service may arise in preference to exercising their seniority to a permanent position as conductor, if they desire to do so, which is contrary to the provisions of the Cleveland compact and interpretations thereon.

Attention is directed to the fact that Conductor Savoy in his letter to the local lodge under date of August 26, 1920, stated in part as follows:

I am sending you a list of my time slips for 100 miles July 14 to 21, 1920, inclusive, on account of not being permitted to work extra out of Staples.

He also stated that the reason for this request was on account of his wife being away and that he desired to work out of Staples until she returned.

Conductor Phillips, one of the three conductors besides Conductor Savoy who were notified that they were in line for permanent positions at East Grand Forks, was displaced by regular Conductor Schneider returning to service on July 11, and thereupon Conductor Phillips asked for a lay off before taking the permanent position at East Grand Forks, and the fact remains, if the contention of the conductors' committee is agreed to, that Conductor Savoy was permitted to remain at Staples to do intermittent running, the same conditions would have applied to Conductor Phillips, and as he was senior in service he would have then taken the temporary vacancy on Conductor McDonald's car on July 14, and not Conductor Savoy. Conductor Savoy during the period he was off between July 14 and 21, inclusive, would have been able to work only on three days; viz, July 17, 19, and 21. Copy of communication from Superintendent Hackenberg to General Superintendent Kline is referred to (Exhibit A), which outlines in detail the facts in the case and what would have taken place if the matter had been handled in accordance with the conductors' contention.

The question to be determined in this case is whether or not the schedule rules would permit Conductor Savoy to have remained at Staples and do such intermittent running as might arise as extra conductor from time to time in preference to exercising his seniority to a permanent position as conductor out of East Grand Forks. Attention is directed to Article II of the Cleveland compact and note in connection with rule 30, article 3; also rule 66, Article II of the conductors' schedule of June 15, 1920; also to interpretations placed on the Cleveland compact by the executive officers of the conductors' and trainmen's organizations.

A guaranteed extra list of conductors is not maintained at Staples in accordance with rule 66, consequently, in line with questions and answers contained in interpretations placed on the Cleveland compact by the executive officers of the conductors' and trainmen's organizations, taken in conjunction with the second paragraph of the note appearing under Article II of the Cleveland compact, it was not permissible to carry an extra list for conductors at Staples and it would necessarily follow under those conditions that conductors on that division must, in accordance with the rules and interpretations referred to, exercise their seniority and take permanent positions as they occur.

During the last schedule revision the conductors' committee requested the management to consider their request for a guarantee for conductors on the extra board and it was very emphatically stated by their general chairman that as long as the management declined to grant a guarantee to extra conductors we should not estab-

lish an extra board and have conductors lay around terminals, and that conductors did not have the right to lay around terminals and take whatever extra running showed up in preference to taking permanent positions at isolated points.

It is quite evident the conductors have since taken a different position in prosecuting the claim of Conductor Savoy, notwithstanding the position of the management is fully supported by the provisions of the Cleveland compact and the interpretations thereon. When Conductor Savoy was notified on July 8, 1920, that he was senior extra conductor available for a permanent position at East Grand Forks in accordance with the terms of the Cleveland compact, he was at that time filling a temporary vacancy on Conductor Nickey's car and he was permitted to continue in this temporary vacancy until displaced by the regular conductor returning to service on July 13, but after the completion of this temporary service, it is the position of the management that Conductor Savoy was obligated under the schedule rules referred to, to exercise his seniority to the permanent position at East Grand Forks for which he was next in line and that he was not permitted to remain at Staples to do intermittent extra running as conductor inasmuch as an extra board of conductors is not maintained at that point under the provisions of rule 66.

It is the position of the management that the rules do not support the claim of Conductor Savoy for 800 miles and that the contention of the committee in this case is contrary to the intent and literal application of the rules quoted.

Decision.—Claim denied.

#### DECISION NO. 16.—CASE 23.

*Chicago, Ill., November 29, 1921.*

#### Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.

Claim of Conductor Beyer, Lake Superior Division, for 30 minutes additional each day for putting away train in Minneapolis coach yard under the application of rule 14, Article I, conductors' schedule.

*Joint statement of facts.*—Passenger train No. 67 leaves Taylors Falls at 6.10 a. m.; crew commences work at 5.40 a. m., arrives at Minneapolis at 9.25 a. m., and after discharging passengers, and baggage and express is unloaded, the train is moved from the Union Station to the coach yard, and prior to the leaving time of train No. 68 the crew brings the train from the coach yard to the Union Station; leaving Minneapolis at 5.05 p. m., arriving at Taylors Falls and tying up at 8 p. m.; total mileage 118.6 miles. This is a short turn-around passenger run operated under the provisions of rule 3, Article I of the conductors' schedule.

Taylors Falls is the home terminal, and at the turnaround point at Minneapolis the crew is released from duty after putting the train away until required for service on the return trip, permitting a deduction of 2 hours within the spread of 10 hours, and under the application of the above rule this crew is allowed 1 day's pay and 4

hours 20 minutes' overtime. Conductor Beyer, who is assigned to this run, is making claim for an additional 30 minutes under the application of rule 14, Article I, which has been declined by the management on the ground that the overtime on this run is sufficient to absorb this special allowance.

*Position of committees.*—This claim involves the payment of time for service rendered between the trips of a short turn-around assignment operated under rule 3, Article I, of the conductors' schedule. Conductor Beyer's assignment is trains 67 and 68, Taylors Falls to Minneapolis and Minneapolis to Taylors Falls; on duty at Taylors Falls at 5.40 a. m., leaving at 6.10 a. m.; arriving at Minneapolis 9.25 a. m.; after unloading passengers, baggage, and express, he is then required to take train into freight yard, a distance of approximately three-quarters of a mile; he is then relieved from duty until 4.20 p. m., when he is required to take the train to the Union Depot, departing therefrom at 5.05 p. m., and arriving at Taylors Falls at 8 p. m.

The work of taking trains to the Minneapolis freight yard has been imposed upon Lake Superior Division conductors since the removal of the freight terminal to Northtown, and while the work has been done for several years, it has not been done without protest or pay. At the time of negotiating the present schedule, provision was made to cover this service. While it is true the rule makes provision for absorbing the allowance when overtime accrues, it is also true that Conductor Beyer performs the service at a time when overtime does not accrue, and it does not in any manner affect the spread of service in his assignment. As we see it, he simply performs a service outside the limits of his assignment, which we contend should be paid for in addition thereto.

*Position of management.*—Rule 14, Article I, of the conductors' schedule was first incorporated in the conductors' schedule of June 15, 1920, following negotiations with the conductors' committee, which the committee contends supports the claim of Conductor Beyer for an additional allowance of 30 minutes for handling passenger equipment from Minneapolis Union Station to the coach yard in Minneapolis lower yard between the arrival and departure of trains 67 and 68.

Minneapolis is the turn-around point for the passenger crew assigned to trains 67 and 68, and after putting away their train in coach yard the crew is released from duty permitting a deduction of 2 hours within the spread of 10 hours under the 8-within-10-hour rule, which is applicable to the run in question. When rule 14 referred to was agreed upon it was distinctly understood that this allowance would be absorbable in overtime; in other words, it is the intent of the rule not to allow duplicate compensation for any work performed during the spread of the day's assignment. The rule reads in part as follows:

This allowance to be absorbable when overtime accrues.

which is specific in its terms, and during the negotiations with the conductors' committee in the spring of 1920 it was fully understood the manner in which this rule would be applied, although it is a fact that prior to the insertion of this rule in the schedule all crews assigned to passenger runs originating or terminating at Minneapolis

were allowed certain compensation for handling their trains between the Union Station and the coach yard, which was covered by a ruling outside of the schedule. This ruling, however, has been superseded by rule 14 in the present schedule, and in connection therewith attention is directed to rule 33, Article III, of the conductors' schedule.

There is no question, therefore, that the provisions of rule 14 govern without regard to rulings in effect prior to the date of the present schedule. The assignment of the crew in question covers a spread of 14 hours and 20 minutes, for which the crew is allowed 1 day's pay plus 4 hours 20 minutes' overtime after deducting 2 hours on account of the release from duty at Minneapolis, and as this overtime is sufficient to absorb the 30 minutes' allowance for handling their train between the Minneapolis Union Station and the coach yard it is the position of the management that this crew is not entitled to the additional compensation claimed.

*Decision.*—The Board decides that any payments covered by note under rule 3, Article I, are not canceled by rule 14, Article I. Claim of employees is sustained.

#### DECISION NO. 17.—CASE 24.

*Chicago, Ill., November 29, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Claim of Conductor Larson, Yellowstone Division, for two runarounds of 25 miles each on account of alleged runaround by Conductors Steinbrueck and Hanson at Dickinson, November 4, 1920, under the application of rule 34 (a), Article II of the conductors' schedule.

*Joint statement of facts.*—Conductor Larson and crew were called at Dickinson for chain-gang service at 1.15 p. m.; commenced work at 12.45 p. m.; consumed 4 hours 45 minutes loading stock for their train before departing from the terminal. Between the time Conductor Larson and crew went on duty and departed from terminal two other chain-gang crews called in turn and departed, one at 1.55 p. m., and the other at 4.20 p. m. Road crews loading or unloading stock at terminals are allowed pay for time so consumed, under the rule governing terminal switching. Claim is made for two runarounds of 25 miles each under the application of paragraph (a), rule 34, Article II of the conductors' schedule. Claim for runarounds under this rule have never been paid under similar circumstances.

*Position of committees.*—On November 4, 1920, Conductor Larson and crew called for service at 1.15 p. m.; commenced work at 12.45 p. m., and consumed 4 hours and 45 minutes loading stock for their train at Dickinson, their district terminal. Before departing from Dickinson, and while engaged in loading stock, Conductor Larson was runaround by two crews, one of which departed at 1.55 p. m. and the other at 4.20 p. m., both of which went through to distant terminal ahead of him. Reference is made to rule 34 (a) of article 2. It will be noted that the rule contains no qualifications relative to whether or not the conductor who is runaround is at the time performing service.

The committee contends that because of loading stock at Dickinson, Conductor Larson was compelled to sacrifice his position in pool service, and, further, that anticipating conditions of this nature the rule was made for the purpose of providing a penalty for loss of position in such pool, its application not being contingent upon the condition that claimant was or was not under pay at the time. Assuming that on a certain district all trips are made on an hourly basis, under such conditions a crew runaround while waiting for their engine would be under pay and thus, in accordance with the position of the management, rule 34 (*a*) would not apply, consequently the rule as a medium for providing a penalty is destroyed. With reference to former rulings which might be placed as argument against application of the rule, we respectfully refer you to rule 33, article 3.

*Position of management.*—That part of paragraph (*a*), rule 34, Article II, of the conductors' schedule covering runarounds, has been in the conductors' schedule, without change or revision, since 1910, and records indicate that although claims have been presented from time to time where the circumstances were identical, payment for runarounds under the circumstances cited in this case has never been allowed in the past. During the stock season it frequently occurs a crew is detained at terminal for the purpose of loading stock, for which they are compensated under the rule governing terminal switching, and the crew second out, called in turn, departs from the terminal ahead of the crew called for the stock extra. It is the contention of the management that conductors under the conditions cited are not entitled to pay for runarounds in addition to pay for terminal switching.

There is no reasonable argument supporting the claim for runarounds after crews have actually commenced work and are drawing pay under the terminal-switching rule, and it would appear the conductors' committee is attempting to place an interpretation on the runaround rule which was not contemplated when the rule was agreed to, and to agree to such an interpretation at this time would be in conflict with the provisions of Supplement No. 25 to General Order No. 27, and interpretations thereon, which were mandatory, requiring a revision of schedule rules to conform thereto, particularly the provision of Supplement No. 25, which eliminated duplicate payments at terminals. Attention is directed to the second paragraph of section (*b*), Article X of Supplement No. 25.

Inasmuch as it was mandatory to conform with the principle outlined therein at the time Supplement No. 25 was incorporated in the existing conductors' schedule, and the fact that it has not been the practice to pay runarounds under this rule, which, as stated, has been in the schedule since 1910, and after the wage order referred to eliminated the duplicate-payment feature under the application of section (*b*), Article X of Supplement No. 25, it is the contention of the management that the claim for runarounds in this instance is improper and not supported by the existing schedule rules or past practice.

*Decision.*—Claim sustained.

## DECISION NO. 18.—CASE 26.

*Chicago, Ill., November 29, 1921.***Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Claim of Conductor Rigdon, Fargo Division, for local rate of pay for trip in through freight service Dilworth to Mapleton and return, December 9, 1920, under the application of rule 8 (a), Article II of the conductors' schedule.

*Joint statement of facts.*—Conductor Rigdon was called for extra 1667 in through freight service for a turn-around Dilworth to Mapleton and return. This crew was required to pick up and set out cars at Fife and Mapleton on the trip from Dilworth to Mapleton, and on the return trip to Dilworth set out cars at Fife and Fargo. Claim is made for local rate of pay under the application of paragraph (a), rule 8, Article II of conductors' schedule, on the ground that Fargo is an intermediate station en route.

*Position of committees.*—In this case Conductor Rigdon on the going trip Dilworth (his terminal) to Mapleton, an intermediate point, and return to Dilworth, set out cars at Fife and Mapleton, and on the return trip picked up at Mapleton and set out at Fife and Fargo. Reference is made to rule 8 (a) of article 2. Claim for local rate is denied on the ground that Fargo and Moorhead are embraced in a switching limit zone, made effective by agreement with the Brotherhood of Railroad Trainmen organization in 1915 and made applicable to conductors under protest.

It is not denied by the management that Conductor Rigdon on trip in question set out and picked up cars at Fife and Mapleton on going trip and on return at Fife and Fargo. Rule 33, article 3, we believe, fully covers the question of rulings, and that beginning with the effective date of the present schedule all rulings heretofore in effect, which would include any ruling affecting switching limit zone at Fargo, were superseded.

*Position of management.*—The question at issue is whether or not Fargo should be counted as a pick-up and set-out point under the application of paragraph (a), rule 8, Article II of the conductors' schedule. Dilworth is the terminal for Fargo Division freight crews operating between Dilworth and Jamestown, and Fargo is within the switching limit zone which embraces Dilworth, Moorhead, and Fargo. It is the contention of the conductors that they were not a party to the agreement covering the switching limit zones established on the Northern Pacific Railway in the year 1915, and for this reason are supporting the claim for local rate of pay in this instance on the ground that Fargo should be considered an intermediate station and not a part of the Dilworth terminal.

There is considerable history connected with the establishment of the so-called switching limit zones. The Brotherhood of Railroad Trainmen legislate for yardmen as well as brakemen on the Northern Pacific, and for a number of years there was a controversy as between the rights of road and yardmen, which resulted in the Order of Railway Conductors and the Brotherhood of Railroad Trainmen breaking off joint relations which had existed on the Northern Pacific

for many years. This question came to a climax in 1914 while negotiations were in progress between the general manager and the executive officers of the conductors and trainmen's organizations. At that time both organizations were notified of the necessity of arriving at some agreement covering the switching zone question and that the management would be willing to agree to any workable proposition submitted by the two organizations. The joint committee of conductors and trainmen, however, could not agree among themselves, and in order to properly operate the terminals without being handicapped by conflicting schedule agreements it was necessary for the management to place in operation a proposition of their own, which the trainmen later accepted and inserted in their schedule effective June 1, 1915.

The conductors protested the application of the zone agreement by taking the matter up with the president of their organization, and while they have never formally accepted the zone agreement, it is a fact that the conductors have been paid on that basis since the zone territory became effective, and in each instance have been paid terminal switching for time consumed picking up and setting out cars at Fargo. When the zone agreement became effective June 1, 1915, the superintendent of the Fargo Division was instructed to issue a bulletin describing the conditions between Dilworth and Fargo and that the conductors and brakemen would be paid all claims for terminal switching effective from that date.

While the conductors deny that they have been claiming pay for terminal switching at Fargo whenever required to pick up or set out cars at that point, nevertheless it is a fact that these payments have always been made to conductors as well as brakemen and that conductors actually have made claims for this time. To substantiate this position a copy of communication under date of October 26, 1916, addressed to General Superintendent Nichols and signed by General Chairman Hughes, covering the claim of Conductor Scribbins, Fargo Division, for 1 hour 15 minutes' terminal switching on account of picking up cars at Fargo on September 6, 1916, is made a part of this record. General superintendent's reply to Mr. Hughes under date of November 16, 1916, and Mr. Hughes' communication under date of December 2, 1916, wherein he accepted the decision rendered by the general superintendent, is also made a part of this record.

Inasmuch as conductors have actually claimed and accepted payments for terminal switching for picking up and setting out cars in the terminal zone between Dilworth and Fargo for a period of approximately six years, there is no ground for the contention of the conductors that Fargo should be considered an intermediate point, and it is the position of the management that the claim of Conductor Rigdon for local rate of pay is improper and not supported by scheduled rules and practices in effect.

*Decision.*—The evidence shows that the company concedes paying for terminal switching at Fargo and Moorhead, in view of which the Board believes it would be inconsistent to use this same switching time for the purpose of converting a through freight crew to a local freight crew. Claim is therefore denied.

## DECISION NO. 19.—CASE 31.

*Chicago, Ill., November 29, 1921.***Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Claim of Brakemen Ed. Gilbert, J. P. Anders, and G. L. Hudson for 25 miles runaround at Dickinson, November 4, 1920.

*Joint statement of facts.*—Brakemen Gilbert, Anders, and Hudson were assigned to a car in chain-gang service and were called at Dickinson in their turn to load stock, which was to be taken out of their terminal in their train. While loading stock another crew was called and left Dickinson ahead of the crew in question, and claim is made for a runaround based on sections (a) and (f), rule 3.

*Position of committees.*—Claim is based upon sections (a) and (f) of rule 3, Article 3 trainmen's agreement. The crew in question was assigned to pool or chain-gang service between Dickinson and Mandan, and section (a) provides clearly that the crew must be run out of their terminal in their turn, and if this is not done a penalty is provided for in section (f). The penalty provided for was to insure crews that they would leave the terminal in the order in which they were called and to avoid discrimination between crews in handling preference trains.

The crew in question was called in turn, but was not run out of Dickinson in the order in which they were called. While it is true they were paid for the loading of stock as terminal switching there is no exception provided for in the runaround rule, and no exception has ever been taken where a crew was delayed or performed other classes of terminal switching, the contention of the company only being made when crews are required to load stock that the rule does not apply. We contend that the language and intent of the rule supports our claim, and had it been intended that a crew that was loading stock at a terminal was excepted from the provisions of the rule it would have so stated.

*Position of management.*—Paragraphs (a) and (f), rule 3, Article III of the train and yardmen's schedule, have appeared in the trainmen's schedule without change or revision since 1910 and records indicate, although claims have been presented from time to time where the circumstances were identical, payment for runarounds under the circumstances cited in this case has never been allowed in the past. During the stock season it frequently occurs a crew is detained at terminal for the purpose of loading stock for which they are compensated under the rule governing terminal switching and the crew second out, called in turn, departs from the terminal ahead of the crew called for the stock extra. It is the contention of the management that trainmen under the conditions cited are not entitled to pay for runaround in addition to pay for terminal switching.

There is no reasonable argument supporting the claim for runarounds after crews have actually commenced work and are drawing pay under the terminal switching rule, and it would appear that the trainmen's committee is attempting to place an interpretation on the runaround rule which was not contemplated when the rule was agreed to, and to agree to such an interpretation at this time

would be in conflict with the provisions of Supplement No. 25 to General Order No. 27 and interpretations thereon, which were mandatory, requiring a revision of schedule rules to conform thereto, particularly the provision of Supplement No. 25 which eliminated duplicate payments at terminals. Attention is directed to the second paragraph of section (b), Article X of Supplement No. 25.

Inasmuch as it was mandatory to conform with the principle outlined therein at the time Supplement No. 25 was incorporated in the existing trainmen's schedule, and the fact that it has not been the practice to pay runarounds under this rule, which, as stated, has been in the schedule since 1910, and the fact the wage order referred to eliminated the duplicate payment feature under the application of section (b), Article X of Supplement No. 25, it is the contention of the management that the claim for runarounds in this instance is improper and not supported by the existing schedule rules or past practice.

*Decision.*—Claim sustained.

#### DECISION NO. 20.—CASE 28.

*Chicago, Ill., November 30, 1921.*

##### Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.

Claim of Yardman T. J. DeMerritt, Northtown yard, for the difference in amount received as yardman and what he would have received as assistant yardmaster on February 14, 22, and 28, 1921.

*Joint statement of facts.*—Yardmen DeMerritt and Chase both hold seniority as switchmen in Northtown yard. Yardman Chase, whose seniority as switchman dates from September 30, 1913, was promoted to position as assistant yardmaster on October 20, 1919. Yardman DeMerritt, whose seniority as switchman dates from March 8, 1910, was promoted to the position of assistant yardmaster September 29, 1920. Yardman DeMerritt was used as assistant yardmaster for a certain period during 1910, but at that time was found lacking in qualifications, which resulted in his demotion and he was not again used as assistant yardmaster or yardmaster until September, 29, 1920. He was used temporarily as assistant yardmaster from February 20, 1920, to April 4; May 20 to May 26; July 6 and 7; August 7 to 13; August 19 to 31, 1920, inclusive. On September 29, 1920, he was appointed to a regular position as assistant yardmaster. During the period from the time of Yardman DeMerritt's demotion, in 1910, until the date of his promotion, on September 29, 1920, the following yardmen were promoted to position of yardmaster or assistant yardmaster:

Name.	Date employed.	Date promoted.	Date demoted.
Edwin Bennett.....	Apr. 13, 1910	Nov. 1, 1910	
Frank Riley.....	Apr. 11, 1910	Dec. 16, 1912	
C. C. Price.....	Sept. 1, 1910	Sept. 8, 1914	
F. W. McCabe.....	Sept. 9, 1910	Dec. 14, 1915	
E. L. Worden.....	Apr. 14, 1910	Apr. 28, 1917	
J. J. Howley.....	Apr. 15, 1910	Aug. 28, 1917	
W. H. Sowden.....	Apr. 12, 1910	Feb. 4, 1918	Mar. 7, 1921
Dave Stanton.....	Apr. 18, 1910	Aug. 22, 1918	Do.
J. M. Johnson.....	Apr. 15, 1910	Aug. 23, 1918	Jan. 6, 1921
L. A. Chase.....	Sept. 30, 1913	Oct. 20, 1919	Jan. 5, 1921

In the appointment of yardmasters or assistant yardmasters, yardmen are given consideration in accordance with paragraph (f), rule 14, Article IV, of yardmen's schedule. Owing to a depression in business, Yardman DeMerritt was demoted from the position of assistant yardmaster on October 19, 1920, and Yardman Chase was demoted on January 5, 1921. On February 14, 22, and 28, 1921, a temporary vacancy occurred in position of assistant yardmaster, and Yardmaster Chase, who had established a prior date as assistant yardmaster, was used to fill these positions.

It is the contention of the trainmen that a yardman reduced from position of yardmaster or assistant yardmaster does not retain a yardmaster's date, and in filling temporary vacancies as yardmaster or assistant yardmaster the senior qualified yardman should be used, and in this case that Yardman DeMerritt should have been used, for the reason that he was senior as switchman, notwithstanding the fact that Yardman Chase had been filling a permanent position as assistant yardmaster since October 20, 1919, while Yardman DeMerritt was working in the capacity of switch foreman.

It is the contention of the management that paragraph (f), rule 14, Article IV of train and yardmen's schedule was complied with, and inasmuch as Yardman Chase had established himself in a permanent position as assistant yardmaster, after being demoted owing to a depression in business, that he was again entitled to the position of assistant yardmaster in accordance with his standing as such. The trainmen's organization has no jurisdiction in matters pertaining to yardmaster or assistant yardmasters other than as prescribed in this rule.

*Position of committee.*—We contend neither Chase nor DeMerritt had a date as yardmaster, as both had been reduced in rank to the position of foreman, and when a temporary vacancy occurred for the position of assistant yardmaster DeMerritt, being the senior yardman and properly qualified, should have been used, basing our contention on paragraph (f), rule 14 of Article IV, yardmen's schedule. None of the officers of the railway company who have passed upon this claim have questioned DeMerritt's qualifications, but insist that Yardman Chase, who was junior to DeMerritt, held a date as assistant yardmaster over him.

There is no organization holding an agreement applying to yardmasters and assistant yardmasters on the Northern Pacific Railway, neither has the railway company ever taken the position that because a man acted as assistant yardmaster he established a date as such. Until this particular case came up, it has been the established policy to permit the senior qualified yardman available at the time a vacancy occurred to fill the position, regardless of whether or not junior men had acted as yardmasters previously.

The committee does not understand why in this particular case the officers of the company attempt to give Yardman Chase a yardmaster's date when it is contrary to rule 14 (f), which guarantees to the qualified yardman that he will be considered for such positions when vacancies occur, and the yardmen who take those positions are protected in their yard seniority while filling same. It is very apparent that there is some reason that has not been made known by the company for desiring to single out DeMerritt as the victim, for

they only take that position in this particular case. For the Board's information the last paragraph of a letter written by Mr. Nichols, assistant general manager, under date of April 27, is quoted:

It will be our position in this particular case that Yardman DeMerritt will rank as an assistant yardmaster from September 29, 1920, the date on which he was promoted to that position. The claim is, therefore, declined.

This position was, no doubt, taken for the reason that DeMerritt was not permanently assigned as assistant yardmaster until September 29 and Chase had held a regular position previous to this. The officers of the company in taking the position they do decline to apply this principle to all yardmen on the system from the date they first acted as assistant yardmaster, which is conclusive proof that they only desire to use a date they first acted as assistant yardmasters in individual cases. The committee states unqualifiedly that the officers of the railway company have never in the past taken such a position, neither have the men been notified by word of mouth or otherwise that they established a date as assistant yardmaster when appointed to such positions, and if this statement is questioned we are prepared to support the same by additional documentary evidence.

*Position of management.*—Yardman DeMerritt, whose seniority as switchman dates from March 8, 1910, was used as assistant yardmaster for a certain period in 1910, but was demoted owing to incompetency and lack of experience and was not again used as assistant yardmaster or yardmaster until 1920. Before his appointment to a regular position on September 29, 1920, he was used temporarily as assistant yardmaster from February 20, 1920, to April 4; May 20 to 26; July 6 and 7; August 7 to 13; and from August 19 to 31, 1920, inclusive.

Between the time Yardman DeMerritt was demoted in 1910 owing to lack of qualifications and the time of his promotion in 1920, 10 other yardmen junior in service to Yardman DeMerritt were promoted, in each instance paragraph (f), rule 14, having been complied with, and the last of these 10 to be promoted was Yardman Chase, whose seniority as switchman dates from September 30, 1913. Yardman Chase was promoted as assistant yardmaster October 20, 1919. Later, a depression in business resulted in a reduction of force, affecting Yardmen Chase and DeMerritt, who were demoted in the order of their appointment as assistant yardmaster, consequently Yardman DeMerritt was the first one to be demoted as he was the last one appointed assistant yardmaster.

The trainmen's organization, which holds the yardmen's contract on the Northern Pacific, has no jurisdiction in matters pertaining to yardmasters except that yardmen are entitled to consideration in the appointment of yardmasters or assistant yardmasters as provided in paragraph (f), rule 14. After yardmen have been given the necessary consideration at the time of making these appointments, it is the management's understanding the rule has been complied with and any changes made thereafter in the positions of yardmaster or assistant yardmaster are wholly within the jurisdiction of the management. Representatives of the trainmen do not question the fact that this rule was complied with in making these promotions, consequently the position taken by the management is that

Yardman Chase established a prior date as yardmaster and that he would be considered senior to Yardman DeMerritt in the event these yardmasters' positions are reestablished, or if the men were needed to fill temporary vacancies on account of the regular yardmasters laying off.

On February 14, 22, and 28, 1921, a temporary vacancy occurred in the position of assistant yardmaster and Yardman Chase was used to fill this position. Yardman DeMerritt presented a claim for the difference in the amount received as yardman and what he would have received as assistant yardmaster had he been used in place of Yardman Chase, which is supported by the representatives of the train and yardmen, contending that Yardman DeMerritt should have been given preference in filling this position for the reason that he is senior to Yardman Chase as switchman, and that he would be entitled to take any position as yardmaster or assistant yardmaster either temporary or permanent, after having finally qualified, advancing the argument that a yardman reduced from position of yardmaster does not retain a yardmaster's date and in filling temporary vacancies as yardmaster or assistant yardmaster the senior qualified yardman should be used.

The contention of the yardmen is inconsistent and does not take into consideration the yardmen who qualified and were appointed as yardmasters several years prior to Yardman DeMerritt, which if sustained, would give Yardman DeMerritt preference over them. If all of the 10 men mentioned in the joint statement should happen to be demoted owing to depression in business, some of these men having held regular positions as yardmaster or assistant yardmaster since November, 1910, it would follow by reason of the fact that Yardman DeMerritt is senior as switchman, that he would outrank them as yardmaster at the present time and would be entitled to preference over them when the positions were again reestablished. The Board's attention is directed to the fact that five of the yardmasters' positions listed in the joint statement were abolished, and that the men affected were demoted in the order of their appointment to those positions, which from the management's point of view was handled properly.

It is the position of the management that paragraph (f), rule 14, referred to, was complied with in every respect when these appointments were made, and it is further the position of the management, when the force is reduced, that yardmasters or assistant yardmasters will be demoted in the order of their appointment, also that demoted men are entitled to return to their positions as yardmasters or assistant yardmasters when reestablished in accordance with their standing as yardmaster, after having qualified and established a date as such, regardless of their seniority status as switchmen. If this procedure is not followed and the practice which the yardmen are contending for in this case is adopted, it would work out extremely unfair to yardmen who had successfully filled yardmasters' positions for a number of years during the period when Yardman DeMerritt was not qualified to act as yardmaster or assistant yardmaster. It is the contention of the management that yardman DeMerritt is not entitled to the time as claimed.

*Decision.*—Position of the company is sustained.

## DECISION NO. 21.—CASE 29.

*\ Chicago, Ill., November 30, 1921.***Brotherhood of Railroad Trainmen v. Northern Pacific Railway.**

Claim of Yardman Stromberg, Dakota Division, for helpers' rate of pay instead of switchtenders' while employed as switchtender in Jamestown yard January 12, 13, and 14, 1921.

*Joint statement of facts.*—When the train and yard men's schedule was revised September 1, 1920, the rate of pay established for switchtenders by Supplement 25 to General Order 27 was incorporated in the train and yard men's schedule. A separate seniority list is maintained for switchtenders and switchmen have no rights to these positions except as provided in paragraphs (c) and (d), rule 15, Article IV of train and yard men's schedule, reading as follows:

(c) In filling temporary vacancies of switchtenders, and no extra switchtenders available, the senior available extra yardmen will be given preference.

(d) In filling vacancies in positions of switchtenders, preference shall be given to train and yard men disabled in the service of the company, whenever injuries are not such as to unfit them for such duties. Disabled train and yard men desiring to be considered in line for such positions may file applications with the proper officer of the company upon the division where the injury was received.

Yardman Stromberg at the time was on the switchmen's extra list at Jamestown. A temporary vacancy occurred in the position of switchtender, and as there were no extra switchtenders available, Yardman Stromberg was offered this position; upon being asked if he desired to relieve this switchtender he signified his desire to do so, for which he was allowed the regular switchtender's rate of \$5.04 per day of eight hours or less on the dates mentioned above.

Claim is made that the helpers' rate of \$6.48 per day should apply, basing their claim on paragraph (c), rule 1, Article IV, reading as follows:

(c) Yardmen assigned to other than their regular duties will be paid the established rate for the service performed, but in no case shall the yardmen so assigned be paid less than on the basis of their regular rates.

It is the contention of the yardmen that paragraph (c) of rule 15 obligates the management to use extra yardmen in switchtender's position, if there are no extra switchtenders available, and when so used should be paid the rates they would receive if performing yard service, regardless of whether they are given this work through their own choice or are arbitrarily used to fill temporary vacancies as switchtenders.

It is the contention of the management that they are not obligated to use extra yardmen for temporary service as switchtenders unless they desire to do so, but if they arbitrarily take them from the extra list and assign them to a switchtender's position, they must respond to the call and under those conditions will receive the yardmen's rate.

*Position of the committee.*—Claim for helpers' rate is based on paragraph (c) of rule 1, Article IV, yardmen's agreement, reading:

(c) Yardmen assigned to other than their regular duties will be paid the established rate for the service performed, but in no case

shall the yardmen so assigned be paid less than on the basis of their regular rates.

The committee contends that the foregoing rule guarantees a yardman not less than yard rates when used as a switchtender, which is not disputed by the officers of the company when they arbitrarily use a man.

The rule in controversy reads as follows:

Rule 15 (c). In filling temporary vacancies of switchtenders, and no extra switchtenders available, the senior available extra yardman will be given preference.

In the case under consideration it is contended by the officers of the company that Yardman Stromberg having accepted service as a switchtender when offered to him, deprives him of the guaranty of yard rates provided for in section (c) of rule 1, Article IV, quoted in the foregoing.

The committee contends that the company has, by a schedule rule, agreed when no extra switchtenders are available to use the senior extra yardmen, and by taking the position that if a yardman is offered an opportunity to fill a temporary vacancy the switchtenders' rate applies is evading the language and intent of the rule. We hold that it makes no difference under what circumstances a yardman is used to fill a temporary vacancy as switchtender. The company has agreed to give such men preference in filling these positions and must, in all cases, pay the yard rate.

*Position of the management.*—Prior to the application of Supplement No. 25 to General Order 27, issued by the Director General of Railroads, switchtenders were not included in the contract with the trainmen. Interpretation 1 to Supplement No. 25 contained the following question and decision:

*Question 125.*—Does this article require that rates of pay and rules of supplement applicable to switchtenders be incorporated into existing agreements now covering yard foremen and helpers?

*Decision.*—Yes. The application of seniority and other schedule rules to them shall be the subject of negotiation between the managements and representatives of the employees.

In conformity thereto, the rate of pay established for switchtenders and the rules of the supplement applicable to this class of employees were incorporated in the train and yard men's schedule when revised on September 1, 1920; at the same time rules also were negotiated and agreed upon with the trainmen's committee covering the seniority rights of switchtenders, who are carried on separate seniority rosters and hold exclusive rights to positions of switchtenders. Rules governing yardmen and rules governing switchtenders were embodied as Article IV of the present train and yard men's schedule, and rules applicable to either occupation are distinguished by use of the words "switchtender" or "yardman," as the case may be.

Yardmen hold no rights to switchtenders' positions, except as provided in paragraphs (c) and (d) rule 15, Article IV, quoted in the joint statement of facts, which were agreed to and incorporated in the schedule effective September 1, 1920.

On January 12, 13, and 14, 1921, there was a temporary vacancy to fill in the position of switchtender in Jamestown yard, and, as there

were no extra switchtenders available, Yardman Stromberg, who at the time was on the switchmen's extra list, in accordance with the facts in the case, was asked if he desired to relieve this switchtender, and he signified his desire to do so. He was paid at the regular switchtender's rate of \$5.04 per day while filling this temporary vacancy.

Claim is made for helpers' rate of pay under the application of paragraph (c), rule 1, quoted in the joint statement, the contention of the yardmen being that paragraph (c), rule 15, obligates the management to use extra yardmen in switchtenders' positions, if there are no extra switchtenders available, and pay them the rates they would receive if performing yard service, regardless of whether they are given this work through their own choice or are arbitrarily used to fill temporary vacancies as switchtenders.

If Yardman Stromberg had been called to fill this temporary vacancy against his wishes, thereby depriving him of an opportunity to take extra work as switchman, then the management agrees that the helper's rate of pay would be applicable. On the other hand, if switchmen on the extra list take these positions through their own choice as they are offered them, they are not entitled to the helper's rate, but should be paid at the regular switchtender's rate. Paragraph (c), rule 15, entitles yardmen on the extra list to preference in filling these vacancies, providing there are no extra switchtenders available, and it is the position of the management the requirements of this rule have been complied with if extra switchmen are offered these positions and in the event they do not desire to take the position at the switchtender's rate of pay and working conditions, the company is then at liberty to fill the vacancy from any available source.

It was fully understood by the general chairman and his committee at the time paragraph (c), rule 15, was agreed to and incorporated in the yardmen's contract, effective September 1, 1920, that the rule merely gave switchmen on the extra list preference in filling these positions if extra switchtenders were not available, providing they desired to take advantage of the opportunity to render this service rather than remain on the switchmen's extra list and take their chances in securing work as switchmen, but there was no thought at any time that an interpretation would be placed on this rule which would carry with it an obligation on the part of the management compelling them to use switchmen from the extra list in filling temporary positions as switchtenders at the helpers' rate of pay providing they did not wish to take these positions at the regular switchtender's rate.

If the yardmen are supported in their contention and are permitted to interpret the rule in this manner, compelling the management to use switchmen on the extra list in filling these positions and pay them the switchmen's rate of pay, they would also be in a good position to claim that permanent vacancies in switchtender's positions must be filled from the ranks of switchmen at the switchmen's rate. Following this line of reasoning, it is evident many of these positions now carrying the switchtender's rate would in time be carrying the switchmen's rate, and the management is of the opinion this is the first step in the direction of bringing about these results. This would in a measure afford switchmen an opportunity to monopolize these positions when permanent vacancies occur, which right the management denied them during revision of schedule, as they were informed at

that time that the management desired to have the rule interpreted so that positions of switchtenders might be filled by incapacitated employees from other classes of service as well as from the ranks of switchmen.

The management can not agree to the interpretation that is now being placed on the rule by representatives of the yardmen, as it is not in accordance with the rule and the understanding which was had at the time the rule was negotiated and incorporated in the train and yardmen's schedule.

*Decision.*—The joint statement of facts showed there were no extra switchtenders available, and in accordance with paragraph (c), rule 15, of the yardmen's agreement, Yardman Stromberg was used. The Board decides, therefore, that the claim is sustained.

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#### DECISION NO. 22.—CASE 30.

*Chicago, Ill., November 30, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of former Fireman J. A. Gallets for reinstatement and pay for time lost owing to alleged improper holding of investigation.

*Joint statement of facts.*—J. A. Gallets, fireman, Rocky Mountain Division, was dismissed from the service on August 28, 1920, and the issue in this case involves the proper application of rule 131 of the firemen's schedule.

Mr. Gallets, who was assigned as fireman in switch service in Helena yard at the time, was notified on August 17 to appear at Missoula (division headquarters) for an investigation to be held in the master mechanic's office on August 19, and upon presenting himself for investigation was handed the written notice of the charges preferred against him.

While no protest is made as to the justification of the company in discharging Mr. Gallets from the service for his action, it is the contention of the firemen's committee that this man should be reinstated and paid for time lost on the ground that rule 131 was not complied with owing to the length of time elapsing from the time the offense was committed until the investigation was held, which was 24 days, and claiming that written notification of the charges preferred against him were not presented in sufficient time before the holding of the investigation.

It is the contention of the management that the principle outlined in rule 131, covering the method of holding investigations, was not violated during the investigation of this case.

*Decision.*—Rule 131 does not definitely state that the investigation will be held within five days, neither does it definitely state how much advance notice the fireman will have "of the offense charged" before the investigation is held.

It was brought out at the hearing in Chicago that it was the general practice on this road to hold the investigations ordinarily within five days and to notify the accused of the offense charged a sufficient time in advance of the investigation so that he could have coemployees present to assist him.

It was also developed at the hearing that neither side had held the other strictly to the general practice under the rule, and the claim is, therefore, denied.

DECISION NO. 23.—CASE 32.

*Chicago, Ill., November 30, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v.  
Northern Pacific Railway Co.**

Claim of Brakemen Olday and Miller, Idaho Division, for 25-mile runaround at Yardley, November 20, 1920.

*Joint statement of facts.*—Idaho Division chain gang crews with Yardley as their home terminal run first in first out in either direction. Chain gang crews on eastward trains run between Yardley and Kootenai, the first subdivision of the Idaho Division, and when necessary are used on westward trains out of Yardley for a round trip in freight service on the Palouse and Lewiston Branch, going over the main line west of Yardley as far as Marshall Junction.

On November 20, 1920, Brakemen Olday and Miller, assigned to chain gang service on Conductor Whiteleather's car, standing first out, were called at Yardley for a time freight extra east commencing work at 7.15 a. m. and departing at 8.50 a. m. Conductor Ferguson and crew, also assigned to chain gang service and standing second out, were called for an extra west in the opposite direction on the Palouse and Lewiston Branch, commencing work at 7.30 a. m. and departing at 8.15 a. m. Claim is made by Brakemen Olday and Miller for 25 miles each on account of Conductor Ferguson and crew leaving Yardley terminal ahead of them, both crews having been called in turn and being used in opposite directions out of the terminal, basing claim on paragraphs (a) and (f), rule 3, Article III.

*Position of committees.*—Claim is based on sections (a) and (f) of rule 3, Article III, of the trainmen's agreement.

The crew in question was working in the pool or chain gang and assigned to all the extra work between Kootenai and Yardley and branches out of that terminal, and under the provisions of section (a) it is necessary to run them out of the terminal in the order of their arrival. This crew was called for duty, but on account of not being run out in the order in which they were called are entitled to the penalty allowance provided for in section (f).

The purpose of the penalty provided for in section (f) was to insure crews that they would leave town in their turn and prevent the calling of crews for a train that would not be ready in its turn. The rule does not make any exceptions as to which direction the crew goes, and the committee holds that the pool crews, being entitled to all of the extra service out of Yardley, have a right to expect that they will be called and run out of their terminal in the order of their arrival and their call, and if this is not done the provisions of the rule upon which this claim is based is applicable regardless of the circumstances, as there is no exception to the rule, and had it been intended that there would be it would have been so stated.

*Position of management.*—On the morning of November 20, 1920, two chain gang crews were needed for service out of Yardley, one

for a time freight east and the other for an extra west in the opposite direction with a train of empties destined to the Palouse and Lewiston Branch.

The crew standing first out—Conductor Whiteleather, Brakemen Olday and Miller—was called for duty at 7.15 a. m. for the time freight east, departing from Yardley at 8.50 a. m. The crew second out was called for duty at 7.30 a. m. for the extra west, departing from Yardley at 8.15 a. m. Brakemen Olday and Miller presented claim for 25-mile runaround under the application of paragraphs (a) and (f), rule 3, Article III, of the train and yard men's schedule referred to in the joint statement of facts, claiming that they were run around in the yard after having been called in turn, notwithstanding the fact that the two crews were called for trains running in the opposite direction.

Similar claims for runarounds have been presented from time to time since the incorporation of this rule in the trainmen's schedule for September 1, 1910, which the management heretofore has always declined as not being in accordance with the proper application of the rules governing, and the claim presented by Brakemen Olday and Miller was declined for the same reason.

The primary purpose of the rule when it was agreed to was to avoid any possible discrimination in the calling of chain-gang crews for service, and in this instance there was no evidence presented that there was any discrimination resorted to in the manner in which these crews were called.

Paragraph (f), rule 3, is not applicable to a situation such as existed in this case and was never so contemplated, which is substantiated by the fact that similar claims have been declined since the incorporation of this rule in the schedule of September, 1910. These crews were called for trains running in the opposite direction, one a time freight east from Yardley to Kootenai and the other an extra west on the Palouse and Lewiston Branch; therefore, there could be no runaround in the yard as claimed by Brakemen Olday and Miller within the meaning of paragraph (f), rule 3, referred to.

It is the position of the management that Brakemen Olday and Miller are not entitled to pay for 25-mile runaround as claimed.

*Decision.*—Claim sustained.

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#### DECISION NO. 24.—CASE 35.

*Chicago, Ill., November 30, 1921.*

Order of Railway Conductors and Brotherhood of Railroad Trainmen v.  
Northern Pacific Railway Co.

Claim of Brakeman Thrall, Tacoma Division, assigned to mixed-train service between Centralia and Mendota, for payment at mixed-train rate computed from the time conductor and first brakeman commenced work in passenger service on trains 501 and 502 between Centralia and Gate.

*Joint statement of facts.*—In accordance with a local agreement entered into December 4, 1918, between the superintendent of the Tacoma Division and the four local chairmen, including the local

chairman of the Brotherhood of Railroad Trainmen, a certain assignment daily except Sunday was made effective January 2, 1919, between Centralia, Gate, and Mendota. The distance from Centralia to Gate is 13.6 miles, and from Centralia to Mendota 10.8 miles; the total road mileage of this assignment amounting to 48.8 miles per day. The crew assigned to this service commences work at 8.50 a. m., and although train 513 is due to arrive at Centralia, the home terminal, at 2.05 p. m., this crew seldom reaches their tie-up point before 6 p. m., on account of switching coal mines and logging spurs on the Mendota Branch. This crew is allowed continuous time at mixed-train rates under the application of rule 9, Article II, of the trainmen's schedule.

The local agreement of December 4, 1918, was the result of conference held with the local committeemen with reference to the limitation of mileage to prevent abnormally high earnings on certain Tacoma Division runs in accordance with the principle laid down in paragraph 5, section (e), Article II, of General Order No. 27. No change has been made in the above-mentioned assignment except that a bulletin was posted on December 24, 1920, reading as follows:

Effective December 25, present assignment brakemen trains Nos. 501, 502, 513, and 514 will be annulled and the following assignment will become effective:

One brakeman only will be used on passenger trip Nos. 501 and 502, and on return to Centralia from Gate this brakeman will continue on Nos. 513 and 514. Second brakeman will be called at Centralia for 11.30 a. m. to cover 513 and 514 only. When necessary to use three brakemen on 513 and 514 call will be placed accordingly. Senior brakeman will be used to make the passenger trip unless advised to the contrary.

changing the calling time of the brakemen; and subsequent thereto one brakeman is being called for the passenger trip on trains 501 and 502 commencing work at 8.50 a. m., and continuing on trains 513 and 514 in mixed-train service, and the second brakeman is called at Centralia for 11.30 a. m., to cover mixed trains 513 and 514 only. The crew is allowed continuous time and time and one-half for all time worked in excess of 8 hours at mixed-train rates, computed from the time they commence service until relieved from service. There is no rule in the trainmen's schedule defining the consist of a crew in either mixed-train service or passenger service, and the issue in this case involves the application of rule 3, Article II, of the trainmen's schedule, which was adopted from the provisions of Supplement No. 25 to General Order No. 27, and also question 95 and decision thereon appearing in Interpretation 1 to Supplement No. 25.

It is the contention of the trainmen that the train crew should be considered a unit from the beginning of the day's work in passenger service at 8.50 a. m. on the ground that it is not permissible to call a conductor and one brakeman for passenger and call the second brakeman when the crew enters mixed-train service. Claim is made by Brakeman Thrall, Tacoma Division, for compensation equal to that paid the other brakeman on the Centralia-Mendota-Gate mixed run from December 24, 1920, claiming that his time in service should commence at 8.50 a. m.

*Position of committees.*—The committee contends rule 3 and question 95, referred to as the basis of dispute in the joint statement of

facts, are not applicable; neither does it agree that the interpretation placed upon the rule referred to by the company is correct. We understand question 95 as referring to the crew starting work at their terminal on the initial trip and ending their day's work at the final terminal. The construction the officers of the company attempt to place upon this rule would mean that an assignment could be made starting a conductor out of an initial terminal, picking up the first brakeman at the first intermediate point and assigning him from that point to final terminal, and an additional brakeman at another point, which is not in accordance with the schedule rules contained in our agreement, which all refer to a crew as being assigned, and has been so recognized. The assignment of this run was the result of a local agreement dated December 4, 1918, which was necessary before a change in service could be made on account of there being a certain rule in the agreement at that time, and which is contained in the present agreement.

A passenger crew performed all of the passenger service between Centralia and Gate, making three round trips, which resulted in considerable overtime; and as a result of the local agreement dated December 4, 1918, arrangements were made to permit a crew to make one of the round trips in passenger service between Centralia and Gate, and the same crew to handle the mixed-train service between Centralia and Mendota, paying the mixed-train rate for the entire service, the local agreement specifying that the crew should come on duty at 8.50 a. m.

Under the provisions of the schedule, had this arrangement not been made and the same service exacted from the crew, it would have been necessary to have paid the monthly guaranty for the passenger service and a day at mixed-train rate for the mixed-train service; and from 1918 until the bulletin referred to in the statement of facts was issued payment has been made to the crew on the basis of starting all of the members of the crew's pay at the same time, using them for the entire assignment; and we contend when the bulletin was issued on December 24, splitting the crew, using a conductor and one brakeman for the round trip in passenger service, and in addition thereto the freight service, only using the second brakeman for the freight service, the principle long established of assigning a crew to cover the entire territory was violated as well as the agreement of December 4, 1918, permitting of paying the mixed-train rate for the entire service instead of the monthly passenger rate plus one day at mixed-train rate. We further contend that rule 3 and question 95 could not be construed to cancel a part of the agreement relative to this assignment without canceling all of it, in which event the tabulation would govern; and it would be necessary to pay the minimum day for the passenger service plus a minimum day for the freight service.

*Position of management.*—The assignment of the crew in question to combination of passenger and mixed-train service between Centralia, Gate, and Mendota was the result of a conference and agreement reached between the local representatives of the four train service organizations and officers of the railway company as outlined in Superintendent Albee's communication under date of December 4, 1918, to General Superintendent Richards. The crew is paid at mixed-train rates for the entire service rendered, which is the highest

rate applicable to any class of service rendered during the course of their day's assignment.

On December 24, 1920, bulletin was posted changing the calling time of the brakemen. The conductor and one brakeman are called for the passenger trip on trains 501 and 502, commencing work at 8.50 a. m., and continuing on trains 513 and 514 in mixed-train service; the second brakeman (Thrall) is called at Centralia for 11.30 a. m., trains 513 and 514. Claim is made by Brakeman Thrall for compensation equal to that paid the other brakeman, contending that the train crew should be considered as a unit from the beginning of the day's work in passenger service at 8.50 a. m. Section (a), Article XI of Supplement No. 25, covering the beginning and ending of day, was mandatory for adoption and accordingly was incorporated in the schedule for trainmen effective September 1, 1920, abrogating former advance call-time rules. It is the position of the management that the above rule does not require calling the train crew for service as a unit, which is supported by question and decision appearing in Interpretation 1 to Supplement No. 25. Attention is also directed to question 98 and decision thereon.

The intent and purpose of section (a), Article XI of Supplement No. 25, is entirely clear as outlined in the interpretations thereon as applying to a situation such as exists on the run in question, and, in view of the fact that there is no rule in the trainmen's schedule defining the consist of a crew in either mixed-train or passenger service, it would appear that there is no reasonable argument that can be advanced in support of the claim of Brakeman Thrall. It is the position of the management that the existing assignment between Centralia, Gate, and Mendota is not in violation of any schedule rule or agreement. The only rule which can be cited as being applicable to the question at issue is rule 3, Article II, covering the beginning and ending of day (paragraph (a), Article XI of Supplement No. 25), and question 95 and decision appearing in Interpretation 1 to Supplement No. 25, fully supports the position taken by the management in this case.

Under the full-crew law in effect in the State of Washington, three brakemen are necessary on freight trains consisting of 25 cars or more, and on days 25 cars or more are handled in trains 513 and 514, scheduled as mixed trains between Centralia and Mendota, a third brakeman from the extra list is used, commencing service at 11.30 a. m. However, no question has been raised concerning the payment made to the third brakeman, although it would appear that the same principle is involved notwithstanding the fact that under the full-crew law it is unnecessary to work the second or third brakeman on the passenger portion of this assignment.

One brakeman in addition to the conductor is all that is needed on the passenger portion of this assignment, and there is no justification for the claim of Brakeman Thrall, who was acting as the second brakeman on trains 513 and 514, that his pay should commence from 8.50 a. m. instead of 11.30 a. m., although he rendered no service on trains 501 and 502. It is felt that question 95 and decision, referred to, fully justified changing the calling time of the second brakeman, having due regard for the economical operation

of these runs, which is in accord with Principle 1 of Decision 119, wherein the United States Railroad Labor Board charges each management, each organization of employees, and each employee to render honest, efficient, and economical service.

*Decision.*—The Board believes that special agreement having been made with the local representatives of the men and approved by the general chairman and the management, any change in it should be made by agreement. Claim sustained.

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#### DECISION NO. 25.—CASE 36.

*Chicago, Ill., November 30, 1921,*

#### Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.

Claim of Brakeman Fred Cole for 116 miles February 21 and 147 miles February 22, 1921, representing time lost on account of being denied a run in accordance with his seniority.

*Joint statement of facts.*—Brakeman Cole was a regular brakeman on a car that was disbanded on account of reduction in crews on February 19. He was notified that his car had been taken out of service and to exercise his seniority, but instead of doing so he received permission and laid off. He reported for duty on February 21 at 9.30 a. m. and requested permission to displace a junior brakeman who was assigned to a car that arrived at Auburn at 3.34 a. m. February 21, and was called to leave at 1 p. m. His request was denied, the officers of the company contending he could not take the run on account of the provisions of rule 4, Article III, trainmen's agreement.

Brakeman Cole claims pay for time lost, contending that on account of his car being disbanded rule 4 does not apply, and bases his claim for time on rules 10 and 19 (a).

When request was made for rule 4, referred to, which was granted and incorporated in the trainmen's schedule of September 1, 1920, it was with the understanding that the underlying principle in connection therewith was to give extra brakemen who were filling temporary vacancies an opportunity to exercise their seniority to other service.

It is the contention of the trainmen that the above-mentioned rule applies only to trainmen who lay off and return to the run held by them at the time they laid off, and does not apply to trainmen who have been displaced even though they might take a lay-off before exercising their seniority to some other service.

*Position of committee.*—We contend the language of rule 4, Article III, does not support the action of the officers of the company in declining the claim, and contend that Brakeman Cole is supported in his claim for time lost by rules 10 and 19.

We hold that the purpose of rule 4, Article III, was to compel men who laid off of regular cars or runs to report for work within four hours from the time the men who were to be displaced arrived at the terminal, in order to prevent holding an extra man on the car

for an indefinite period, but was not intended to apply to a man who had no regular run, which was the case with Cole, for he had been displaced and was not returning to his regular run; therefore, it was permissible to displace any brakeman junior to him.

The rule in controversy was first negotiated by a subcommittee of conductors in June, 1920, and was incorporated in the trainmen's agreement effective September 1, 1920. Realizing there must have been some understanding as to the application of the rule between the conductors' subcommittee and the management, and after being unable to agree with the officers of the company, we wrote to Messrs. Kennedy and Harris, members of the conductors' subcommittee at the time the rule was negotiated, and requested their understanding.

*Position of management.*—Brakeman Cole was notified on February 19 that the car on which he was working in chain-gang service would be taken off, and instead of exercising his seniority to other service Brakeman Cole was given permission to lay off. The fact is not disputed that he was laying off and that he did not report for duty until 9.30 a. m., Monday, February 21, at which time he requested that he be permitted to displace a junior brakeman working on Conductor Martin's car, which had arrived at Auburn at 3.34 a. m., February 21. As Brakeman Cole failed to report for work not later than four hours from the time of the arrival of Conductor Martin's car at Auburn in compliance with rule 4, Article III, he was not permitted to displace the junior brakeman on Conductor Martin's car on the 21st, with the result that claim is presented for time lost February 21 and 22 under the application of rule 10 and paragraph (a) rule 19, Article III.

It is the contention of the trainmen that rule 4 referred to is not applicable to trainmen who have been displaced even though they might take a lay-off before exercising their seniority to some service and that the rule is only applicable when a trainman is laying off after having been assigned to a car.

Rule 4 was first incorporated in the conductors' schedule of June 15, 1920. Later, during negotiations with the trainmen's committee, they requested the same rule which was agreed to and incorporated in the trainmen's schedule of September 1, 1920. The argument advanced for requesting a rule of this kind was to compel men who were laying off to report within four hours after the arrival of the car on which they desire to place themselves in order to give the brakemen to be displaced an opportunity to exercise their seniority to other service. This is the primary purpose of the rule, which fact the representatives of the trainmen do not deny. There is nothing contained in this rule which makes a distinction under what conditions brakemen will be considered as laying off, but the purport of the rule is that the conditions outlined therein are applicable to any trainman who is laying off.

The application of paragraph (a) rule 19, referred to, was not working out to the satisfaction of the trainmen, as brakemen, after being displaced, would not select a run but would lay off and await an opportunity to exercise their seniority to such temporary vacancies as might arise on preferred runs. This was detrimental to the brakemen on the extra list, and the general chairman of the train-

men requested that the following interpretation be placed on the rule, which was agreed to effective March 7, 1921.

It has been agreed, when a brakeman is displaced from regular service, or a regular car in chain gang, he will be notified of such displacement and must make choice of service to which his seniority entitles him within 24 hours from the time of such displacement. If he does not make a choice within that time, he will be placed last out on the extra list and be governed by the same conditions governing other extra men.

When decision is rendered in this case, consideration should be given to the agreement in effect at the present time in connection with this rule. Under the above interpretation it would have been necessary for Brakeman Cole to select a run within 24 hours from the time of his displacement on February 19, and then if he had been granted a lay-off until Monday, the 21st, there is absolutely no question that he would be subject to the conditions outlined in rule 4, Article III. The contention of the trainmen is not consistent in the claim of Brakeman Cole, for the reason, if they are sustained in their position, it would result in setting up a practice in conflict with the interpretation which has been agreed to concerning the application of rule 19 (a).

The fact is not denied by the trainmen that the underlying principle of rule 4, Article III, is to afford brakemen who were filling temporary vacancies an opportunity to exercise their seniority to other service, and it is the position of the management, under a reasonable interpretation of the rule, that the conditions outlined therein are applicable to any trainman who is given a lay-off and when reporting for service desires to displace a junior trainman.

*Decision.*—When Brakeman Cole laid off before exercising his seniority, after his car had been disbanded, he became subject to the provisions of rule 4, Article III of the trainmen's agreement. Claim is therefore denied.

#### DECISION NO. 26.—CASE 44.

*Chicago, Ill., November 30, 1921.*

#### **Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Request that position now being filled by Switchtender Lindley be reclassified as position of engine herder and paid the switchmen's rate instead of the switchtenders' rate, claim dating from April 15, 1921.

*Joint statement of facts.*—Attention is directed to paragraphs (a) and (b), rule 1, Article IV of the yardmen's schedule, effective September 1, 1920. The issue in this case involves a request for the reclassification of the position filled by J. E. Lindley, which for years has been classified as a switchtender's position and paid accordingly. The position of switchtender which J. E. Lindley had previously been filling was abolished, and subsequent thereto exercised his seniority to the position under discussion. During the course of his day's assignment he handled approximately 18 switches within a territory of approximately 1,900 feet. The yardmen's schedule contains no rule defining the duties of an engine herder.

It is the contention of the yardmen that J. E. Lindley is performing the duties of an engine herder, and that this position, which is

filled at the present time by three switchtenders assigned to eight-hour shifts, should be reclassified and considered an engine herder's position, which carries the switchman's rate instead of the switchtender's rate. It is the contention of the management that there has been no change made in the duties of these switchtenders and that the service rendered is not work which can be properly classified as engine herders's work, and in accordance with past practice and understanding, the duties of an engine herder are to couple engines on and cut engines off trains and pilot them to and from roundhouse.

*Position of committee.*—The committee contends that the service exacted of Mr. Lindley extends beyond the ordinary duties of a switchtender, and that he is required to handle the engine into and out of the roundhouse track in addition to handling approximately 18 switches within a distance of approximately 1,900 feet constitutes yard work, commonly known as engine herder's work, for which the yard rate should be paid. Mr. Lindley is required to pilot or herd during his shift from 8 to 23 engines from the roundhouse track to a point about 1,200 feet west and down the lead the same distance, delivering the engine to the track leading to the main track, and it is also necessary to pilot the incoming engines over the same track to the track leading to the roundhouse which is opposite to the point where the switch shanty is located. In addition to this it is necessary to pilot or herd engines about 750 feet east from the turntable track bringing up through the lead and delivering them to the main track.

A majority of the engines that are piloted are going to or coming from outlying points within the switching zone where yard crews report for work. By handling engines in this manner it is unnecessary for yardmen to go to the Northtown roundhouse to get their engines, as Mr. Lindley and the other two men filling like positions do the herding necessary to place the engines on the main track when they proceed alone to the point where the yard crews report for work. They are also required to take care of engines coming in on trains, and we contend that the company's position that the rate should not apply for the reason that they do not couple engines on or cut them off of trains should not be a controlling factor in determining this question, for the reason that approximately the same amount of piloting or herding is necessary under the present operation as there would be if there was a train at the point they deliver the engines on the main track to couple on or couple off.

Mr. Lindley is working under the orders of the yardmaster, and not having an exact check of the number of engines and the time of herding engines required in the course of eight hours, the committee made inquiry from Local Chairman A. J. Hein, under date of October 11, and statement from him dated October 15, also list showing the number of engines and time of their coming in or out of roundhouse on October 14, are submitted to the Board. This check was made by Mr. Hein personally, and while there are more engines herded on this particular day than some days, it can be reasonably assumed that on other days more engines are handled. The committee holds that when a man is required to take charge of engines, the engine crew being governed by their signals and handle the switches over a territory covering a distance of more than one-

half mile, it can not be considered other than herding or piloting engines, and feels justified under the rule referred to in the statement of facts in asking the Board to sustain the claim for yard rate.

*Position of management.*—Northtown is the terminal for St. Paul Division freight crews. Three men are employed in Northtown yard handling switches adjacent to the yard office—assigned to eight-hour shifts—filling a position which for years has been classified as switchtender's position and paid accordingly. J. E. Lindley, who entered the service as switchtender October 28, 1918, and established seniority as such, exercised his seniority to one of these positions on April 15, 1921, on account of the switchtender's position which he previously held being abolished. Although no change has been made in the duties of the position held by these three men and no request previously was made by them for the reclassification of this position, Switchtender Lindley now requests that this position be reclassified as an engine herder's position, and claims the helper's rate of \$6.48 per day under the application of paragraph (b), rule 1, Article IV of the train and yardmen's schedule referred to in the joint statement of facts, contending that he is required to perform the duties of an engine herder.

Paragraph (b), rule 1, referred to, established the rate of pay for engine herders, but there is no rule in the train and yardmen's schedule defining the duties of an engine herder. Reference is made to rule 85 of the existing firemen's schedule. The trainmen also have the following rule applying to passenger service:

Rule 20 (d). At main line terminals men will be provided to couple engines on or cut engines off and pilot engines to and from roundhouse.

The adoption of these two rules some years ago made necessary the employment of men to perform the work outlined therein, and switchmen were given this work under the classification of engine herders, and a rate of pay was established for this occupation as provided in paragraph (b), rule 1 of the yardmen's schedule. The duties of engine herders are to couple engines on and cut engines off trains and pilot them to and from the roundhouse, and there is no record of any request having previously been made or agreed to that the engine herder's rate would be applicable except where employees perform the work as outlined. Switchtender Lindley handles approximately 18 switches during the course of his day's assignment within a territory of approximately 1,900 feet. Considerable stress is laid on the fact that he rides on engines while going from one point to another to throw switches, claiming that he is performing the duties of an engine herder owing to the amount of territory he is required to cover. The duties of the position held by Switchtender Lindley are to throw switches for engines coming off the roundhouse track and throwing lead switches extending to tracks leading to different parts of the yard. His duties are that of a switchtender, and the fact that he takes advantage of moving engines to ride from one switch to another would not in any manner justify a reclassification of the position.

If sustained in their contention that this man is performing the duties of an engine herder because of the fact that he covers approxi-

mately 1,900 feet, the question that would immediately arise where the dividing line should be drawn in the amount of territory covered by switchtenders before being classified as engine herders, which would result in unending controversy. Prior to the application of Supplement No. 25 to General Order No. 27, issued by the director general, switchtenders were not included in the contract with the trainmen. In conformity with question 125 and decision, appearing in Interpretation 1 to Supplement No. 25, dated December 15, 1919, the rate of pay established for switchtenders and rules of the supplement applicable to this class of employees were incorporated in the train and yardmen's schedule when revised on September 1, 1920, at the same time rules also were negotiated and agreed upon with the trainmen's committee covering the seniority rights of switchtenders.

Switchtenders are carried on separate seniority rosters and hold exclusive rights to positions of switchtenders; consequently if their contention is sustained and this position reclassified as an engine herder's position it will automatically throw this position open to the seniority of switchmen. The three regular switchtenders assigned to this position, including J. E. Lindley, would be deprived of their positions, which would ultimately result in forcing the three junior men out of employment as switchtenders. This would be entirely unfair to the regular switchtenders who were assigned to this position for years prior to the time Switchtender Lindley applied for and was assigned to one of the shifts, who at no time entered a protest or made request for a reclassification of the positions. If the contention of the trainmen is upheld it will be the first step in the direction of having many switchtenders' positions reclassified as engine herders, carrying with it the switchmen's rate of \$6.48 per day, which is \$1.44 higher than the regular switchtender's rate. Connecting this case up with that of Yardman Stromberg, Jamestown yard (Case No. 4), it is quite evident an attempt is being made on the part of the trainmen's organization, by reading an unusual interpretation into the existing rules, to have certain positions now filled by switchtenders reclassified, with the object in view of ultimately bringing about a condition justifying the assignment of switchmen to these positions, and affording switchmen an opportunity to monopolize these positions, which on the other hand would result in gradually forcing out of employment a number of men who are now holding these switchtenders' positions and who have no seniority rights as switchmen.

It is the position of the management that the duties performed by the three switchtenders assigned to this position is not work which can properly be classed as engine herder's duties in accordance with past practice and understanding of what constitutes the duties of an engine herder, and further that the train and yardmen's schedule contains no rule which would support the contention of the trainmen.

*Decision.*—The joint statement of facts shows that the position filled by J. E. Lindley has for years been classified as a switchtender's position and paid accordingly. Claim denied.

## DECISION NO. 27.—CASE 20.

*Chicago, Ill., December 1, 1921.***Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Claim of Conductor W. A. Jepson, Montana Division, for an additional day's pay on September 3, 1920, on account of not being used as pilot on Milwaukee passenger train No. 16, detoured over Northern Pacific tracks from Butte to Piedmont.

*Joint statement of facts.*—Owing to a washout on the Milwaukee line the dispatchers' office at Livingston received notice at 10.15 a. m., September 3, 1920, that Milwaukee trains 15 and 16 would be detoured over Northern Pacific tracks between Butte and Piedmont. Eastbound train No. 16 was reported due at Butte about 10.45 a. m., but did not arrive until 12.10 p. m.; departing at 12.30 p. m. Butte is located 120 miles from Livingston, the division headquarters, which is the source of supply for conductors and is the distant terminal for Conductor Jepson, assigned to regular passenger service between Billings and Butte. Yardmaster at Butte was used to pilot train No. 16 from Butte to Piedmont. Train No. 15 westbound was due at approximately 8 p. m. at Piedmont, but information was received after departure of No. 16 from Butte that train No. 15 would not be detoured via the Northern Pacific.

Conductor Jepson, regularly assigned to passenger service, arrived at Butte at 8.21 a. m., September 3, 1920, on No. 41, after having been on duty 11 hours and 21 minutes, and claims an additional day's pay on account of not being used as pilot, which was denied by the railway company on the ground that he did not have sufficient time under the hours of service law to make the trip as pilot from Butte to Piedmont and return.

*Position of committees.*—Conductor Jepson's seniority on the Montana Division of the Northern Pacific Railway is confined to territory extending from Billings (eastern terminus) to Helena (western terminus); Logan to Butte (western terminus) and branches leading therefrom. On September 3, 1920, Conductor Jepson arrived at Butte, Mont., on train 41 at 8.21 a. m., having been on duty 11 hours and 21 minutes. A Chicago, Milwaukee & St. Paul train was to be detoured over the Northern Pacific Railroad from Butte to Piedmont, a distance of 36 miles. General Yardmaster Whalen, of Butte, was used as pilot. Mr. Whalen holds no seniority as conductor on the Montana Division, therefore, the schedule dated June 15, 1920 (rule 14, Article III) was violated. Mr. Jepson was not called for this service and makes claim for the same under his seniority rights in accordance with rule 10 of Article III.

The committee contends it was not necessary to use General Yardmaster Whalen and that Conductor Jepson should have been used; that relief for Jepson, if any was needed, under the hours of service requirement, could have been deadheaded from Livingston, Mont., the source of supply, on train No. 219 leaving the Livingston terminal at 1.55 p. m. and arriving at Whitehall at 6 p. m., a full two hours prior to the time that conductor would have been needed at Piedmont, a distance of 3 miles from Whitehall, if Chicago, Mil-

waukee & St. Paul train No. 15 had been detoured over the Northern Pacific from Piedmont to Butte.

There are numerous instances on the Northern Pacific Railroad where conductors are used out of a terminal after having completed a full day's work or assignment wherein the conductor would come under the same restrictions of the hours-of-service law that are taken advantage of in this instance. If the management's position is well taken in this instance, wherein they deny a conductor service who had time to his credit under the hours-of-service requirement, it is only fair to assume that conductors should have the same right and could refuse service if called when they had not had the full legal rest. However, such is not the case, as we have at least one case of a conductor being disciplined five days' actual suspension because he had asked for rest before starting another trip. The conductor in question had worked seven hours.

*Position of management.*—Owing to the short notice received from the Chicago, Milwaukee & St. Paul Railway Co. that they desired to detour trains 15 and 16 via the Northern Pacific tracks between Butte and Piedmont, there was no possible way in which to secure a pilot conductor from Livingston, the source of supply for conductors on the division. On September 3, train 16 eastbound was reported due at Butte at 10.45 a. m., and notice that this train was to be detoured was received only 30 minutes in advance, although it is a fact that the train did not arrive at Butte until 12.10 p. m., departing at 12.30 p. m., using a yardmaster as pilot.

Conductor Jepson was regularly assigned to passenger service between Billings and Butte; he arrived at Butte at 8.21 a. m., September 3 on train No. 41, after having been on duty 11 hours and 21 minutes, and therefore had but 4 hours and 39 minutes to his credit under the hours-of-service law, which would have been insufficient to permit him to make the round trip as pilot conductor on Milwaukee trains Nos. 16 and 15 without risking a violation of the 16-hour law. While it is true it was necessary only to pilot Milwaukee passenger train No. 16 eastbound Butte to Piedmont as it was later decided not to detour No. 15 westbound from Piedmont to Butte, this information was not received from the Milwaukee Railway until some time after No. 16 had departed from Butte, and for this reason in considering the availability of Conductor Jepson it necessarily was based on the intention of using a pilot on train 16 from Butte to Piedmont and on train 15 from Piedmont to Butte. Train No. 15 westbound was due at approximately 8.10 p. m. at Piedmont, and at Butte at 9.25 p. m., which would have required a spread of service from approximately 12.10 p. m. until 9.25 p. m., or 9 hours and 15 minutes, which is evidence of itself that Conductor Jepson could not have been used as pilot for the round trip on the two trains mentioned without exceeding the 16-hour law.

Although Butte is a terminal for passenger trains 41 and 42 to which Conductor Jepson was regularly assigned, and is a terminal for crews assigned to other runs terminating at that point, an extra list of conductors is not maintained at Butte, the source of supply being at Livingston, the division headquarters, distance from Butte 120 miles, and as there was not sufficient time due to the emergency character of this service to secure a conductor from Livingston, a

yardmaster was used as pilot. While it is endeavored at all times to permit conductors to perform all the service there is for them on the division, the management feels that they were at perfect liberty to use a yardmaster as pilot in this instance in view of the emergency existing, and it is a fact that Conductor Jepson suffered no monetary loss on account of this yardmaster being used as pilot as he was regularly assigned to passenger service and received the full monthly guarantee for the service rendered.

*Decision.*—The Board believes that if a conductor pilot was necessary, a conductor should have been used instead of the yardmaster. The statement of facts indicates that Conductor Jepson was not available because of previous service; claim is, therefore, denied.

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#### DECISION NO. 28.—CASE 41.

*Chicago, Ill., December 1, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway Co. (Coast Lines).**

Claim of Assistant Yardmaster F. B. Sloat, San Bernardino yard, for services performed as engine herder.

*Position of committees.*—Claim was originally made for the retroactive period from January 1, 1917, to June 30, 1918, but inasmuch as the Board has ruled that it has no jurisdiction over claims arising under Federal control, claim is now made only for the period of private control—namely, January 1, 1917, to December 29, 1917—as the eight-hour day was made retroactive to January 1, 1917.

From January 1, 1917, to April 30, 1917, a regularly assigned switchman worked a split trick, acting as herder for approximately the first half of a night trick and then finishing out the assignment as helper. During this period the herder handled helper engine for train No. 202 and engine arriving on train No. 56, San Bernardino being the end of run for train No. 56. Mr. Sloat handled helper for train No. 10 each night as all three trains arrived so close together that it was a physical impossibility for one man to handle them all. During this same period Mr. Sloat herded engine for train No. 102 originating at and scheduled to leave San Bernardino at 6.45 a. m., and also helper engines for deadhead equipment passing through San Bernardino after midnight, and herded and made change of engines on trains Nos. 1 and 9 on occasions when such changes were necessary. In addition, Mr. Sloat acting alone was required to cut road engine off train No. 10 and pick up baggage car or cars arriving in other trains destined for eastern points, which practice was almost a daily occurrence, performing a like movement with trains Nos. 1 and 9 when necessary to set out or pick up equipment for these trains.

With the advent of the eight-hour day a regular herder was assigned from 3 p. m. to 11 p. m., and for the period of May 1, 1917, to December 29, 1917, the end of private operation, this herder handled helper engine for train No. 202 and then herded engine arriving on train No. 56, provided train No. 56 arrived on time, at 10.50 p. m.

During this same time Mr. Sloat handled helper engine for train No. 10 each night and then herded engine arriving on train No. 56 when this train was late. During this period Mr. Sloat herded helper engines for deadhead equipment passing through San Bernardino after 11 p. m., and herded for train No. 102 scheduled to leave San Bernardino at 6.45 a. m. each day and, in addition, made occasional change of engines for trains Nos. 1 and 9 and set out and picked up equipment for these two trains and train No. 10 as described in preceding paragraph.

Claim was made for herder's rate of pay, which is the engine foreman's rate. This claim was denied and conferences held with the general officials, and under date of April 14, 1919, a letter was written to General Chairman Duffy of the Brotherhood of Railroad Trainmen, but which letter the railroad officials contend was not signed by General Manager Hibbard and was later recalled. It will be noted by this letter that the company offered to pay Mr. Sloat one-half day for each day he was used in the capacity of herder at the foreman's rate of pay, which the organizations did not accept for the reason that they contend that Mr. Sloat was serving in the capacity of a herder and should have been paid herder's rates. The prosecution of this case continued and on February 25, 1920, Assistant General Manager Hitchcock wrote Vice Chairman Cardwell of the Brotherhood of Railroad Trainmen.

By referring to this letter it will be noted that Mr. Hitchcock acknowledges the settlement contained in the letter from Mr. Hibbard, which the company states was recalled, and will furthermore note that Mr. Hitchcock acknowledged that the offer contained in the letter of April 14 was made to the committee. The organizations contend that the communications above referred to, and which are not denied by the railroad company as having been written, is an acknowledgment on the part of the railroad company that Mr. Sloat was performing a service covered by the terms of the yard contract in effect between the Atchison, Topeka & Santa Fe Railway, Coast Lines, and the Brotherhood of Railroad Trainmen. Reference is made to the second paragraph of Mr. Hibbard's letter of April 14, 1919; also to second last paragraph of Mr. Hibbard's letter of April 14, showing tabulation of number of hours Mr. Sloat worked.

It is not known to the committee what amounts Mr. Sloat received for services rendered in 1917. It was, however, at the rate of \$138 per month, each day being a day of 12 hours. The organizations contend that Mr. Sloat should have been paid the engine foreman's rate and that in the year of 1917 should have received \$1,999.20. We are contending for the difference between \$1,999.20 and what was paid at assistant yardmaster's rates, which we have to date been unable to secure. The organizations contend that the railway company does not possess the right to classify a service under a different class and thereby deprive an employee of the protection of the organizations representing the class, or pay a lesser rate of pay than the rate classified in the agreement for the character of services performed, as was done in this case.

*Position of manager.*—That this case is not one, as presented, with which the committee has any right to deal, and, further, even

if one which the committee has a proper right to present, it is not one properly before this Board.

The yardmasters and assistants on the Santa Fe Coast Lines do not come under the provisions of any of the various schedules. The claim as presented is a request for a certain wage for an assistant yardmaster who was paid a monthly wage for all service rendered. To be sure, during Federal control it was ruled that a yardman while temporarily filling the place of a yardmaster or assistant yardmaster must not receive less than the hourly rate of his regular position. That is an entirely different question. In that case the committee was legislating for a yardman temporarily assigned to a monthly-rated position. At no time have the committees had the right to legislate as to what shall be paid to regularly assigned yardmasters or their assistants. The committee presented this case because the assistant yardmaster occasionally threw a switch or brought an engine from the roundhouse or coupled a helper engine on. It is not considered that he was out of place in doing this, but if we should grant, for the sake of argument, that it was entirely improper for the yardmaster to do this work, the committee was entirely out of place in bringing the question up in the light of pay for the yardmaster.

Their complaint, if any existed, should probably have been that the yardmaster should not be allowed to do the work, or that one of the employees for whom they legislate and who might have been deprived of the work should be paid the rate. They had no right to demand any rate for a yardmaster who they do not legislate for. Had the committee made claim during Federal control (at which time they presented this claim) for herder's rate for one of the yardmen whom they might have claimed had been deprived of the work, the officials would have been willing to submit the question to the Federal Administration authorities for a ruling to determine whether or not it was proper for the yardmaster to perform the duties he was performing. But the railroad was not willing to refer to any authorities the question of rate of pay of a yardmaster at the request of a committee not authorized to deal for that class of employees.

We may have a road foreman of engines who regularly received per month less than the locomotive engineers and who may hold seniority as a locomotive engineer and belong to the Brotherhood of Locomotive Engineers. We would not grant the committee the right to take up the question of his wage. Should we require the road foreman to run an engine for a trip we would deny the committee the right to say what the road foreman should be paid. But if committee brought in a claim from some engineer whom they claim had been deprived of the trip we would consider the committee within their rights and would confer with the committee with a view of determining whether or not such claim was just.

As to whether or not this case is one proper for this Board to consider: the claim originated in a letter from the local chairman of the Brotherhood of Railroad Trainmen under date of August 9, 1918, the claim reaching back into corporate control. The Railroad Administration decided not only claims of Federal control, but also claims of corporate control pending when the Government took the roads over.

They did not separate corporate from Federal in rendering decisions. The committee had from August 9, 1918, to July 15, 1920—nearly two years—to get the question before the proper authorities. The entire question, including the time prior to Federal control, was one which the Federal authorities would have decided had it been properly placed before them. Not having been presented prior to July 15, 1920, it is considered that it is not a proper question to be now considered by this board. Moreover, it would appear that section 17 of the memorandum of agreement, dated August 25, 1921, creating your honorable board, was inserted therein for the express purpose of defining a retroactive limit behind which time claims which have arisen shall not be considered.

*Decision.*—Claim dismissed account no jurisdiction.

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DECISION NO. 29.—CASE 43.

*Chicago, Ill., December 2, 1921.*

**Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Claim of Yardman Sweeney, Tacoma Division, for eight hours' pay on account of not being used as assistant yardmaster on November 7, 1920.

*Joint statement of facts.*—Yardman Sweeney was working regularly as helper on switch engine assigned six days per week in Centralia yard on the day shift between the hours of 8 a. m. and 4 p. m., Yardman Sweeney having exercised his seniority to this position in preference to taking a position as foreman which he could have held in accordance with his seniority on the shift working between the hours of 4 p. m. and midnight, which was held by Mr. Huff, junior yardman.

Paragraph (f), rule 14, Article IV, of the yardmen's schedule, provides as follows:

In the appointment of yardmasters and assistant yardmasters, the oldest qualified yardman shall be considered.

Under the above rule, Yardman Sweeney claims he is entitled to exercise his seniority to such positions as he may desire to fill as assistant yardmaster or yardmaster, and has repeatedly declined to accept work as yardmaster or assistant yardmaster when such service involved night work or wherein he was liable to lost time changing from his position as switchman to that of assistant yardmaster or yardmaster.

On Sunday, November 7, there was a temporary vacancy as assistant yardmaster on the day shift from 8 a. m. to 7 p. m., and Yardman Huff, who was junior in service to Yardman Sweeney, but who had taken such positions as they occurred, was called to fill this vacancy. The day engine on which Yardman Sweeney was working regularly as helper did not work on Sunday, November 7, and on account of not being used as assistant yardmaster in place of Yardman Huff, claim is made for one day's pay. It is the contention of Yardman Sweeney, supported by his organization, that he should have been used as assistant yardmaster on this date.

It is the contention of the management, if yardmen desire to fill position of yardmaster or assistant yardmaster, they must take these positions as they occur regardless of whether it involves day or night work, and there is no rule in the yardmen's schedule which gives yardmen the privilege of exercising their choice as between taking a day position or a night position as yardmaster or assistant yardmaster to the detriment of other yardmen who do accept these temporary vacancies as they occur.

*Position of committee.*—Claim is based on paragraph (f) of rule 14, Article IV, of the yardmen's schedule, reading:

(f) In the appointment of yardmasters and assistant yardmasters the oldest qualified yardman shall be considered.

There is no question raised regarding Yardman Sweeney's qualifications, and we contend that when the temporary vacancy occurred on Sunday, November 7, Yardman Sweeney desiring to fill such vacancy was justified in demanding that he be used.

It is not unusual for yardmen to pass up temporary vacancies in the positions of assistant yardmasters, either day or night; but in the event of their passing up a regular position and a junior man accepting same, no complaint being made by the senior yardman, they are penalized to the extent that so long as the position is not discontinued and the junior man desires to retain same, they are not privileged to displace him.

In the case under consideration it would have made no difference to the yardmaster whether Sweeney had been used or the man junior to him, as both men were qualified, and we hold under the rule that Sweeney was entitled to the work, and on account of not being given same is entitled to be compensated for the day lost.

*Position of management.*—Yardmen Sweeney and Huff are employed as switchmen in Centralia yard. Yardman Sweeney, who is senior in service as switchman to Yardman Huff, was working regularly as helper on day shift between the hours of 8 a. m. and 4 p. m., while the latter held a position as foreman on the shift working between 4 p. m. and midnight, because of the fact that Yardman Sweeney exercised his seniority to the position of helper on the day engine rather than work nights as foreman. Yardman Sweeney has also repeatedly declined to accept work as yardmaster or assistant yardmaster when such service involved night work or in the event that it might involve loss of time changing from his position as switchman to that of yardmaster.

Yardman Huff, on the other hand, accepted work as yardmaster or assistant yardmaster at any time there were vacancies in these positions regardless of whether it involved day or night work, and for that reason the local officers felt that he was entitled to this work whenever vacancies occurred.

On Sunday, November 7, there was a temporary vacancy as assistant yardmaster between the hours of 8 a. m. and 7 p. m. and Yardman Huff in line with past practices was used to fill this vacancy. The day shift on which Yardman Sweeney was working regularly as helper was not assigned to work Sunday, November 7, and on account of using Yardman Huff as assistant yardmaster on the date mentioned Yardman Sweeney presented claim for eight

hours' pay, based on paragraph (f), rule 14, Article IV, of the train and yardmen's schedule, quoted in the joint statement of facts.

The management does not question the right of Yardman Sweeney to select a position as day helper in preference to a position as night foreman, and by reason of doing so he does not forfeit his right to a position as foreman in the event a vacancy occurs in the position of day foreman or night foreman, as the case may be, which is in accordance with paragraph (b), rule 14, reading as follows:

The right to preference of work and promotion will be governed by seniority in service.

The above rule applies to yardmen and to their seniority rights to service as between shifts and to the position of foreman, but the fact is not disputed that this rule is not applicable to filling vacancies as yardmaster or assistant yardmaster.

The trainmen's organization has no jurisdiction in matters pertaining to yardmasters, excepting that yardmen are entitled to consideration in the appointment of yardmasters or assistant yardmasters as provided in paragraph (f), rule 14, referred to, and under the application of this rule yardmen filling these positions have not been permitted to exercise their choice as between taking a day position or a night position. Yardman Huff was willing to accept night work as yardmaster and accepted these positions as they were offered him, and it is only reasonable to expect that he would be entitled to any temporary service in day positions as yardmaster in preference to Yardman Sweeney, who has repeatedly declined to take any yardmasters' positions involving night work.

It is the position of the management, if yardmen desire to fill positions as assistant yardmaster or yardmaster, that they must take these positions as they occur, regardless of whether it involves day or night work, and if they decline these positions they should not be permitted later to displace junior yardmen who do elect to take them, nor should they be given preference in filling a permanent position as yardmaster or assistant yardmaster ahead of yardmen who were willing to accept temporary work regardless of whether it involved day or night work. There is no rule in the yardmen's schedule which extends to yardmen the privilege of exercising their choice between a day or night position as yardmaster or assistant yardmaster to the detriment of other yardmen who do accept these vacancies as they occur, and the trainmen in their contention are attempting to place a new construction on paragraph (f), rule 14, which is not in any manner in accordance with the past method of handling this matter in accordance with the letter and spirit of the rule.

It is the position of the management that there is no rule in the train and yardmen's schedule which would support the contention of the yardmen in the case of Yardman Sweeney, and that the latter is not entitled to the compensation claimed.

*Decision.*—Position of company is sustained.

## DECISION NO. 30.—CASE 39.

*Chicago, Ill., December 2, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).**

Claim for reinstatement with pay for all time lost of Switchman C. H. Hamilton, San Bernardino yard, Los Angeles Division.

*Position of committees.*—February 24, 1921, Local Chairman E. G. Evans, representing the Los Angeles Division of the Atchison, Topeka & Santa Fe Railway Co. (Coast Lines), wrote Superintendent R. H. Tuttle requesting copy of investigation papers in connection with dismissal of Switchman C. H. Hamilton February 11, 1921. With his letter of February 25, 1921, Superintendent Tuttle of the Los Angeles Division of the Atchison, Topeka & Santa Fe Railway Co. (Coast Lines), forwarded copies of the investigation papers as requested; the letter indicating that Yardman Hamilton was discharged for two specific cases which have been investigated.

The organizations contend that the responsibility for this accident rests with Engine Foreman Sommerville and not with Switchman Hamilton, for the reason that the foreman should have known before cutting the second cut of cars that the first cut were into clear and made secure, because the distance of clearance was not sufficient for Hamilton or any other yardman to have stopped this car before the collision occurred. Further, that the engine foreman violated every rule of safety and was working without regard to the safety of his fellow employees and performing the work in a manner that could but result in damage to equipment. The organizations further contend Switchman Hamilton was in no wise responsible for this accident and that it should in no manner be used against him.

Referring to the second accident, 6.30 p. m., February 10, 1921, in which cut of cars attached to yard engine No. 996 collided with road helper engine No. 1984, west end San Bernardino yard. The investigation papers clearly establish the fact that no signal was given within the range of vision of Engineer Mack on switch engine No. 996, and that in attempting to place the responsibility of this collision on Switchman Hamilton the railway officials have assumed without reason or evidence to support such assumption that Hamilton was responsible. The organizations therefore contend that Mr. Hamilton was in nowise responsible and that this accident should not be charged against him. In conclusion the organizations contend that Mr. Hamilton has been unjustly and without sufficient reason discharged from the service of the Santa Fe Railway Coast Lines, and should be returned to service with rights unimpaired and be paid for all time lost from date of dismissal until date he has been returned to service.

*Position of management.*—Switchman Hamilton had become indifferent in his work and this, coupled with his responsibility for accidents in San Bernardino yard on January 27, 1921, and February 10, 1921, justified his dismissal.

*Decision.*—Claim denied.

## DECISION NO. 31.—CASE 64.

*Chicago, Ill., December 5, 1921.*

Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Atchison, Topeka & Santa Fe Railway Co. and Panhandle & Santa Fe Railway Co.

Question as to the application of increases granted by Decision No. 2 of the United States Railroad Labor Board in passenger service.

*Joint statement of facts.*—Attention is directed to Article II, paragraph (*m*), of the engineers' schedule in effect on May 1, 1920, and to Article III, paragraph (*l*) of the firemen's schedule in effect on May 1, 1920.

*Position of committees.*—It is the contention of the committees that as this rate of 79½ cents and 55 cents was increased by wage orders handed down under the authority of the United States Railroad Administration, the rate being originally based on the pay for an hour's service at passenger rates then in effect; that in accordance with section 3, Article XIII of Decision No. 2 of the United States Railroad Labor Board, the increase granted to engineers and firemen in passenger service per hour should apply to this service, increasing the rate from 79½ to 95½ cents per hour, and for firemen from 55 to 71 cents per hour.

*Position of management.*—The Kansas City-Argentine back-up rate was, prior to the Chicago award, 55 cents for engineers and 33 cents for firemen, these rates being one-eighth of the respective engineers' and firemen's passenger rates of \$4.40 and \$2.65 per hundred. These rates were not changed by the 1915 Chicago award, nor in the application of the eight-hour day, but under General Order No. 27 were increased on the basis of section (*b*), Article II thereof, to 69.25 cents and 46.75 cents per hour, respectively. Under Supplement No. 15, these rates were increased to 79.25 cents and 55 cents, respectively, on the basis of the increases granted by that supplement to the various classes of passenger power running into the Kansas City Union Depot. It is these rates which are not a prorate of any passenger rate which the committees are requesting be increased the amount of one-fifth of the increase per day granted by section 1, Article VI, of Decision No. 2 covering passenger service.

In view of the section last-above cited providing only for an addition to passenger mileage or daily rates, and the further fact that there is no authority in Decision No. 2 for increasing other rates which are in fact arbitraries, the management has not felt authorized to accede to the contention of the committees and has consequently continued to pay the rates appearing in the rules as referred to in the joint statement of facts.

*Decision.*—The Board decides that in accordance with Article VI and Article XIII, section 3 of Decision No. 2 of the United States Railroad Labor Board, 10 cents per hour shall be added to the rates in effect in this class of service retroactive to the effective date of Decision No. 2, subject to reductions contained in Decision No. 147.

## DECISION NO. 32.—CASE 65.

*Chicago, Ill., December 5, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Atchison, Topeka & Santa Fe Railway Co. and Panhandle & Santa Fe Railway Co.**

Question as to the application of Decision No. 2 of the United States Railroad Labor Board relative to rates of pay for engineers and firemen attending lawsuits or performing similar service for the company.

*Joint statement of facts.*—Attention is directed to Article XXVII, paragraph (a), of the engineers' schedule in effect on May 1, 1920, and to Article IX, paragraph (d), of the firemen's schedule in effect on May 1, 1920.

*Position of committees.*—It is the contention of the committees that as these rates have been increased under authority of the United States Railroad Administration, and as they were originally established in order that men called for this service might be fully reimbursed for all time lost—this being based upon road rate in effect on the different territories—that they should be increased to the same extent that freight rates have been increased under the United States Railroad Labor Board's Decision No. 2.

*Position of management.*—Attending court carried a rate, prior to the Chicago award and until the application of General Order No. 27, of \$5.05 for engineers and \$3.15 for firemen east of La Junta, while west of La Junta the rate was \$5.55 for engineers and \$3.65 for firemen. Under General Order No. 27, as these were strictly daily rates, they were increased under section B, Article II thereof, to \$6.09 for engineers and \$4.41 for firemen east of La Junta, and \$6.51 for engineers and \$4.90 for firemen west of La Junta. In applying Supplement No. 15 the different classes of engines on the two territories were considered and the average increase granted such engines arrived at, resulting in an increase to the rate for attending court of 43 cents for engineers and 21 cents for firemen per day east of La Junta, and 42 cents for engineers and 21 cents for firemen per day west of La Junta.

There appears in Decision No. 2 no authority for increasing rates other than service rates, and as the rates for attending court are arbitrary amounts arbitrarily arrived at from time to time, the management has not considered that it was the intention of the United States Railroad Labor Board to authorize the application of any of the increases granted in Article VI of Decision No. 2, either in sections 1, 2, 3, or 4, to the court rate. Certainly there appears no reason for applying the increase granted in rates for freight service, as court service bears no more relation to this class of service than to any other of the classes covered by Article VI. For these reasons the management has not acceded to the request of the committees, but instead has continued to apply the rates appearing in the schedule rules referred to in the joint statement of facts.

*Decision.*—Position of employees sustained.

## DECISION NO. 33.—CASE 46.

*Chicago, Ill., December 12, 1921.*

Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Los Angeles & Salt Lake Railroad Co.

Claim of Engineer Smith and Fireman Gritten for continuous time account of being tied up at Tintic before the expiration of 14 hours.

*Joint statement of facts.*—This company formerly had two local freight crews assigned between Salt Lake and Tintic, distance 85 miles, and one crew assigned to switching service on the Tintic subdivision which served several mines in an aggregate mileage of 12 miles.

Owing to a slump in business these local assigned crews and the switching crew on the Tintic subdivision were discontinued and pool freight crews assigned to the sixth subdivision between Salt Lake and Lynndyl were occasionally called to perform local work between Salt Lake and Tintic, tying up at Tintic, the next morning doing the necessary work on Tintic district, then performing the work Tintic to Salt Lake.

Engineer Smith and Fireman Gritten, regularly assigned sixth district pool crew, were called in turn at 10 a. m. June 2 for the Tintic local and tied up at Tintic at 10.15 p. m. June 3; crew was called on duty at 6.45 a. m. to do the work on the Tintic district and run to Salt Lake.

Claim was made for continuous time from the time crew reported for duty at 10 a. m. June 2 at Salt Lake, until they returned to Salt Lake June 3, account being tied up at Tintic in less than 14 hours. Claim was denied and crew was paid miles or hours, whichever was the greater, for the trip Salt Lake to Tintic on the 2d, and miles or hours, whichever was the greater, from time called on duty at Tintic until relieved at Salt Lake on the 3d.

*Position of committees.*—Engineer Smith and Fireman Gritten, regularly assigned pool crew, were called at Salt Lake for the local June 2 for 10 a. m. and tied up at Tintic, an intermediate point on the sixth district, at 10.15 p. m. and were called on duty 6.45 a. m. June 3 and required to perform work on the Tintic subdivision and were then run back to Salt Lake, arriving at 7.15 p. m.

Claim was made for 100 miles (which was in error) for work performed on the Tintic subdivision under article 15, zone rule, and the company advised in part as follows:

Tintic is not a terminal for sixth district chain-gang crews.

July 23d this crew was again called for the local, reporting at Salt Lake at 7.30 a. m. and tied up at Tintic at 6.35 p. m. Claim was made for continuous time from the time they were called 7.30 a. m. July 23 until they returned to Salt Lake 6.35 p. m. July 24. The company replied in part as follows:

Claim is returned herewith, not allowed, for the reason this crew was called for the local to tie up at Tintic.

Tintic is 33 miles from Lynndyl. Lynndyl is the away-from-home terminal for pooled crews assigned on the sixth and Provo subdivisions (see article 21 of schedule November 1, 1920), and is about 1 hour and 10 minutes' run from Tintic.

Article 32 of schedule provides payment for crews when tied up at points other than the designated terminals. Committees contend this crew is entitled to continuous time under schedule provisions above mentioned, and request that a check-back be made from date regular assigned local was discontinued and parallel cases be paid. The committee believes Railway Board of Adjustment No. 1, Case 2365, clearly covers this case.

*Position of management.*—Between Salt Lake and Tintic, distance 85 miles, this company formerly had two local freight crews assigned. In this territory there were several mines and smelters which provided practically all the work for these crews. There was also one switch crew assigned to the Tintic subdivision, known as the Eureka Hill switch crew. This district consists of what would be commonly classed as three spurs—one running to Silver City, 2.3 miles; one to Eureka, 6.7 miles; and the other to Mammoth, 3.7 miles; all of which served mines or smelters. In the latter part of May practically all of these mines and smelters closed down and all the local business could be handled by one crew making two or three trips per week, but not sufficient for one regular assignment, and when necessary to protect the business a pool crew was called, as noted in statement of facts, at Salt Lake for Tintic local tying up at Tintic, being called to do work on the Tintic district next morning and go to Salt Lake.

All of the Tintic district is in the switching limits of Tintic, and crews operate the same as in other yards, without train orders. The management contends that it is proper under these conditions to pay miles or hours, whichever the greater, with minimum of one day, Salt Lake to Tintic, and the same for the return trip, Tintic to Salt Lake, and can not see any justification for claim for continuous time, as Tintic was the terminal of the run called for. The business has now slightly increased and one crew has been assigned to do the work.

*Decision.*—The Board can not sustain the contention of the company that it is permissible to tie up a pool crew at an intermediate point and consider that such point becomes a terminal for that occasion for that particular crew. On the other hand, if there are valid operating reasons why Tintic should receive special consideration, a rule should be negotiated which will not work a hardship on either the company or the employees.

The claim of the committee in this case is sustained.

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#### DECISION NO. 34.—CASE 48.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Los Angeles & Salt Lake Railroad Co.**

Question as to method of making reductions or increases in assignments as to mileage limitations under the provisions of the Chicago joint agreement between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen and as incorporated in Article XLIII of the firemen's agreement effective November 1, 1920.

*Joint statement of facts.*—During the last half of July assigned helper crews at Kelso made slightly in excess of the maximum mileage as provided in section 4, Article XLIII, of the firemen's agreement. On August 3 one crew was taken from the assignment. The committee entered a protest and requested that the crew be restored and paid for time off, claiming that the mileage made during the last half of July did not justify the reduction. The management had a check of the mileage made by the three crews that remained in the assignment for the first six days of August; this check determined that if the same average was carried out for the entire month the three crews would average in the neighborhood of 3,221 miles for the month. The request of the committee that the additional crew be restored to the assignment was denied.

*Position of committees.*—The mileage limitation of the Chicago joint agreement has been incorporated in the enginemen's schedule on this road for more than six years; however, in helper service we had a rule guaranteeing 100 miles on dates on which no service was begun, and for this reason it was agreed that crews would not be assigned to helper service under the mileage agreement if such assignments resulted in payments for dead days, but assigned men would lay off when maximum mileage was made.

We had also a strictly first-in-first-out rule in helper service, which was very burdensome to the company on account of the big majority of the helper trips being between 34 and 60 miles, and the company requested that we write a new helper rule. A new helper rule was agreed to with the exception of rate of pay, which was referred to the Labor Board, the committee taking the position they should receive a differential in pay in lieu of the first-in-first-out rule. This was denied by the board and the agreed rule became effective April 1, 1921.

The new rule provided that enginemen in helper service would be assigned in accordance with Article XLIII of the firemen's agreement, which provides that no reduction will be made so long as those in assigned pool or chain-gang freight or other service paying freight rates are averaging the equivalent of 3,200 miles per month. Article VII of agreement provides freight rates for helper service, and Article XLIV reads as follows:

A mileage check will be furnished to the local chairman by the company twice a month, as soon as possible after the 1st and 15th of each month.

The committee holds that in making reductions or increases in assignments the total mileage made in the class of service for a certain period prior to a certain date should be considered and not the anticipated mileage in advance of a certain date, as was done by the company in the case at issue. It is a well-established practice to assign crews in accordance with mileage check furnished by the company. Article XXXIII provides payment when firemen are held off their run through no fault of their own. Committee contends crew should be restored and enginemen paid for day lost exercising their seniority.

*Position of management.*—There were four engine crews assigned in helper service at Kelso, Calif., helping all trains for 19 miles east from that point and helping all fruit or important freight trains from Sands, 18 miles west of Kelso. On August 3 it was

decided to discontinue helping freight trains from Sands, and the management figured that with this work taken from the helper service, and the further fact that there was a decrease in business, that three crews would be sufficient to handle the helper service at that point, and pulled off one crew. The committee protested and requested the crew be restored on the ground that for the last half of July assigned helper crews had made slightly in excess of the maximum mileage as provided in Article XLIII of firemen's agreement, section 4 of which reads as follows:

In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger service and 3,200 and 3,800 miles for other regular services, as provided herein. If, in any service, additional assignments would reduce earnings below those limits, regulation will be effected by requiring the regular assigned man or men to lay off when the equivalent of 4,800 miles in passenger or 3,800 miles in other regular service has been reached.

Section 13 of helper rules effective April 1, 1921, reads as follows:

In making additions or reductions in the number of crews assigned to helper service exclusively, Article XLIII, firemen's schedule, shall govern.

The management, to determine whether the committee's request for restoration of the crew was justified, made a check of the mileage made for the first 6 days of August, which check developed that if same ratio was maintained for the month the three crews would average 3,221 miles for the month. It developed, however, that the pay mileage at Kelso for August totaled 11,022, or an average of 3,674 miles for each of the three crews assigned, which maintained the mileage within the limits of 3,200 to 3,800 miles, as provided in section 4, Article XLIII, of firemen's schedule above referred to, and sustained the position of the management that only three crews were necessary, as with four crews assigned for the month of August it would have reduced the average per crew to 2,755 miles, or 445 miles below the minimum of 3,200 miles. Further, to have granted the committee's request would have caused the payment of 100 miles for several days, for which the company would receive no service, as the helper rules provide a guaranty of 100 miles on each date on which no service has commenced, in section 7, which reads as follows:

Enginemen assigned to helper service exclusively shall be allowed a minimum of 100 miles at the rate applying on locomotive on which last used for each calendar day on which no service was begun; enginemen booking for rest on any date on which no service was begun, and rest covers a period beyond 10.30 p. m., this section shall not apply.

*Decision.*—Claim denied.

#### DECISION NO. 35.—CASE 49.

*Chicago, Ill., December 12, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Los Angeles & Salt Lake Railroad Co.**

Request that C. M. Deering be restored to the position as hostler at Kelso, Calif.

*Joint statement of facts.*—Kelso, Calif., is a terminal for crews in helper service. There is also a local freight engine tied up at that

point three nights during the week. C. M. Deering was employed at that point as hostler, working one shift of 8 hours; for the balance of the 24-hour period engines were handled by roundhouse foreman. On March 2 the hostler's position was discontinued, the foreman being required to handle all the engines at that point. The committee is now requesting that Mr. Deering be restored to the position as hostler and that he be given the outside hostler's rate of pay on days that he is required to turn engines on the wye at that point.

The company denied the claim for restoring the hostler's position on the ground that there is not sufficient work connected with the handling of engines at that point to justify the position of a hostler. At the present time there are only three regular helper engines assigned at that point and local engine which lays over three nights a week, and for the last six months there has been an average of seven engines handled for each 24-hour period.

*Position of committees.*—Until a short time after the effective date of the Adamson law, a hostler whose working hours were 6 p. m. to 6 a. m. had been employed at Kelso for 12 or 15 years, when the position was reclassified to night foreman and an eight-hour daylight hostling position was established. C. M. Deering held said position until March 2, 1921, when it was abolished and foreman required to perform hostler's work. There were never more than four helper engines, and a local freight engine three nights per week, assigned at this point, all of which were assigned when the position was abolished, and at times subsequent to the establishment of helper service only two helper engines and a local engine were assigned to tie up at this point.

Owing to the fact that there never was a larger number of engines assigned at Kelso than there was when the position of hostler was abolished, it is conclusive evidence that the company can not abolish position without disregarding Article LIV of our agreement. Hostlers in turning engines on wye are required to use the main line for a short distance when back track is blocked. Committee contends that position should be restored and outside hostler rate allowed when main line is used, in accordance with section 1 of Article LIV of agreement. In support of our contention we respectfully call attention of board to Decisions 1768, 1780, 1885, 1917, 2007, and 27/144 of Railway Board of Adjustment No. 1.

*Position of management.*—There is no schedule provision or contract requiring the company to maintain hostlers at any point where the work does not justify such position, and on March 2, 1921, the hostler's position at Kelso was discontinued. As it is necessary to keep a man in charge both day and night to see to the making of running repairs of the engines at that point, there was no reason why these foremen could not do all of the handling of engines, and it has been successfully handled since March 2.

Hostler Deering was not removed from the service, as his seniority as a hostler would have entitled him to a position at some other point on the line, but on his own request he was given the position of machinist's helper at Kelso. As shown in the statement of facts, there are only three assigned helper engines at that point, and one local engine three nights per week, and for the last six months an average of only seven engines handled for each 24-hour period.

As to the claim for outside hostler's rate of pay: Layout of tracks at Kelso is submitted with this case as Exhibit A. Helper crews coming west light head in at A, run to B about 1,000 feet, then back their engine to house at C; when called to help trains east, helper crew take their engine from near oil tank, back to E and take full tank of water before coupling on to train to be helped. About all the moving of engines necessary by roundhouse employees is to back engine from house at C to oil tank and fill tank with fuel oil, and occasionally turn the local engine on the wye, using siding 1 or 2; when siding 1 is used the main track at A is fouled, but it is not necessary to use main track switch.

*Decision.*—With the understanding that the hostling service performed was less than 25 per cent of the regular assignment, the request of the committees is denied.

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#### DECISION NO. 36.—CASE 32.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer Prall and Fireman Larson, Pasco Division, for additional payment of 50 minutes for time consumed rebrassing car picked up en route and filling water car on train 896, June 7, 1920.

*Joint statement of facts.*—The previous engineers' and firemen's schedules, dated January 1, 1917, contained the following rule:

Engineers (firemen) of trains required to do work not incident to trip will be paid for time held in addition to time or miles made on trip.

Reference is made to Supplement No. 24 to General Order No. 27 effective December 1, 1919, which eliminated this rule, and payments for this service were not made subsequent to December 1, 1919. There is no rule in the engineers' and firemen's schedules at the present time which provides for payments of this character.

*Position of committees.*—The allowance to enginemen for additional payment for the time consumed in rebrassing cars is covered in rule dated September 14, 1911.

With regard to the filling of water barrels, thawing out water spouts, etc., prior to Supplement No. 24 to General Order No. 27 engineers and firemen were allowed additional payment for work of this character. In revision of schedule to conform to the provisions of Supplement No. 24 the company took the position that allowances of this character were eliminated under the provisions of Article X. However, in later negotiations with the trainmen's committee, the trainmen were permitted to retain the additional allowance for work of this character. Rule 18 reads as follows:

(a) Trainmen required to chain up cars set out by other trains and/or rebrass or repack cars set out by other trains on account of hot boxes, fill water barrels (except to give water to section houses or extra gangs), fill water cars or tanks, or thaw out water tanks will be paid for actual time so consumed in addition to time or miles made on trip.

(b) Trainmen required to load or unload merchandise at Dilworth will be paid for time consumed in addition to allowance for trip.

Under date of February 15, 1921, the following letter covering back-time allowance to trainmen for time consumed in rebrassing cars set out by other trains was addressed to Mr. Bishop, general trainmen's committee, by the assistant general manager. This letter reads as follows:

Replying to your letter of December 22, 1920, in regard to back payments due brakemen under the application of paragraph (a) rule 18, Article II of the trainmen's schedule, for rebrassing cars set out by other trains, covering period from December 1, 1919, until the effective date of the new schedule. I have taken this matter up with all concerned, and where back payments due brakemen under the application of this rule have not been made instructions have been issued to make readjustments as promptly as possible. It is my understanding that a record has been kept of the claims made by brakemen for time rebrassing or repacking cars set out by other trains, filling water barrels, etc., and that it will not be a difficult matter to check this up quickly, which will dispose of the matter.

It is the contention of committees that the company has recognized that Supplement No. 24 did not eliminate the allowance providing for rebrassing cars, chaining up cars, filling water barrels, etc., and that while it was their contention during negotiations with the engineers and firemen that this allowance was discontinued under Supplement No. 24, it was later conceded during negotiations with the trainmen's and conductors' committee that allowances of this character would be continued and that they were not eliminated.

Therefore we believe that, inasmuch as the general manager had ruled that the entire crew should receive additional allowance for work of this character, engineers and firemen are now entitled to the same consideration as conductors and brakemen where this additional service is required. The company has contended that while Supplement No. 24 would eliminate this allowance to conductors and trainmen, the schedule for conductors and trainmen was negotiated after the railroads had returned to private control. In this connection we point to the fact that the schedules for engineers and firemen became effective April 1, 1920, after the roads were returned to private control and to the further fact that in accordance with the letter herein quoted trainmen were paid this additional allowance from December 1, 1919. In other words, this allowance was never discontinued so far as trainmen and conductors were concerned, although the company took the position that all allowances of this character were eliminated in so far as the engineers and firemen were concerned.

*Position of management.*—There is no rule in the existing engineers' and firemen's schedules which authorizes additional payments for delays at points en route on account of filling water cars or rebrassing cars. Prior to December 1, 1919, the effective date of Supplement No. 24 to General Order No. 27, engineers and firemen, under an interpretation of the rule existing in the schedules at that time covering nonincidental payments, as quoted in the joint statement, were allowed additional compensation or, in other words, double time for time consumed rebrassing cars en route which were set out by preceding trains on account of hot boxes, also filling water cars or water barrels at stations en route.

When the engineers' and firemen's schedules were revised April 1, 1920, these payments were eliminated in accordance with Article

X of Supplement No. 24 to General Order No. 27. At that time no request was made for a rule renewing allowances of this character, but their principal argument at this time is that they should be allowed additional compensation for time consumed rebrassing cars, filling water barrels or water cars, etc., for the reason that the conductors and trainmen have a rule in their present schedule which provides for such payments. The conductors and trainmen, prior to the effective date of Supplement No. 25 to General Order No. 27, had a similar rule to the one quoted in the joint statement of facts covering nonincidental payments, which at that time was eliminated in accordance with the provisions of Article X of Supplement No. 25. During schedule negotiations with the conductors and trainmen they submitted request for a rule, which was granted, providing for additional compensation for time consumed rebrassing cars set out by other trains, filling water barrels, etc., for the reason that this involved additional road labor on the part of the train crew.

The same reasoning, however, would not apply to the enginemen, as they are not called upon to actually perform any additional manual labor in connection with this service. It is not considered that they are entitled to additional compensation for time consumed while train is delayed at a certain station en route on account of rebrassing a car or filling water barrels.

The representatives of the engineers and firemen have agreed in the joint statement of facts that they have no rule in the current engineers' and firemen's schedules which provides for payment of this character; consequently the claim of Engineer Prall and Fireman Larson, in effect, is a request for a new rule and is a subject for negotiation during schedule revision. In view of the fact that no request was made for a rule of this kind when the engineers' and firemen's schedules were revised April 1, 1920, it is evident their executive officers, who were present during these negotiations, fully understood that the provisions of Supplement No. 24 to General Order No. 27 eliminated such payments.

Section 17 of the memorandum of agreement, covering the establishment of the Train Service Board of Adjustment for the Western Region, reads in part as follows:

All disputes arising out of proposed changes in rules, working conditions, or rates of pay are specifically excluded from the jurisdiction of the Board.

It is the management's understanding from the above that this Board has been established for the purpose of disposing of disputes growing out of personal grievances or out of the interpretation or application of current schedule rule, agreement, or practices in effect on the various railroads, and that it is beyond the Board's jurisdiction to consider disputes involving requests for a new schedule rule.

It is the position of the management that Engineer Prall and Fireman Larson are not entitled to the additional compensation claimed.

*Decision.*—This is, in effect, a request that this Board award a new rule. This is beyond the authority of the Board, and the case is therefore dismissed for lack of jurisdiction.

## DECISION NO. 37.—CASE 53.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Fireman Griffith, Pasco Division, for continuous time Toppenish to Pasco after discontinuance of his assignment at Toppenish, May 8, 1920.

*Joint statement of facts.*—Fireman Griffith was regularly assigned to local trains 899 and 900 between Pasco and Toppenish, with Pasco as the home terminal. On May 8, 1920, Fireman Griffith was used on regular westbound trip on train 899 from Pasco to Toppenish, and before arriving at Toppenish was notified that the run would be discontinued on account of changing the service from daily to tri-weekly. After this crew completed their assignment in local service between Pasco and Toppenish they were run through to the chain-gang terminal, the engineer through to Ellensburg and the fireman to Yakima, to be used eastbound in chain-gang service.

For service rendered on May 8 in his assignment in local service, Fireman Griffith was allowed 100 miles and 1 hour 45 minutes' overtime at local rates from Pasco to Toppenish, and for the trip from Toppenish to Yakima, 19 miles, was allowed 100 miles at through freight rates. On arrival at Yakima, Fireman Griffith was placed in chain-gang service, and on May 9 was allowed 100 miles and 50 minutes' overtime at through freight rates on the same basis as other chain-gang crews would be paid.

Paragraph (c), rule 66, firemen's schedule, reads as follows:

Firemen entitled to regular engines will not be placed on the extra list or held-away-from-home terminals for the purpose of avoiding the payment of deadhead time.

Under paragraph (c) of the rule quoted, claim is made that Fireman Griffith is entitled to continuous time from Toppenish to Pasco after discontinuance of the regular way freight assignment at Toppenish on May 8, the contention being that the management was not privileged to run Fireman Griffith to Yakima and return him in chain-gang service, and that he should have been deadheaded from Toppenish to Pasco.

*Position of committees.*—The committee contends that under the provisions of rule 66, paragraph (c), of the firemen's schedule, quoted in the joint statement, when the fireman's assignment was discontinued at Toppenish on May 8 he should have been returned to Pasco, the home terminal of the division, and there permitted to exercise his seniority to other service instead of sending him to Yakima, a point 20 miles beyond Toppenish, and holding him there 12 hours in order that he might fire a chain-gang engine from Yakima to Pasco, thereby avoiding the necessity of deadheading this fireman from Toppenish to Pasco, or returning him with the light engine from Toppenish to Pasco. Fireman Griffith was entitled to a regular engine at Pasco, and claim is made for the payment of continuous time for the time held at Yakima for the reason that the rules provide that firemen will not be held from the home terminal for the purpose of avoiding

payment of deadhead time, and it does not appear that any emergency existed which would require that Fireman Griffith should be used for chain-gang service out of Yakima at this particular time.

*Position of management.*—The issue in this case involves the right of the company to use assigned crews in chain-gang service when returning them to the home terminal after discontinuance of their regular assignment.

Fireman Griffith was assigned to way-freight service between Pasco and Toppenish and upon arrival at Toppenish on May 8 the crew to which this fireman was assigned was notified that the run would be discontinued. Owing to the requirements of the service, it was desired to use this crew in through-freight service eastbound; consequently after completing their way-freight trip, they were run through to the terminal for chain-gang crews, which was Yakima for Fireman Griffith and Ellensburg for the engineer.

The firemen's organization are taking the position that the management was not permitted to do this and that this crew should have been returned direct from Toppenish to Pasco, so that Fireman Griffith could exercise his seniority at Pasco to other service, and because this was not done, claim is made for continuous time under the application of paragraph (c), rule 66, contending that the provisions of this paragraph would require the return of Fireman Griffith to Pasco immediately after the assignment was discontinued or pay him continuous time from the time run was discontinued at Toppenish.

The management could not agree to their contention, as there is nothing contained in this rule that would prevent using Fireman Griffith in chain-gang service when returning him to his home terminal after having completed his assignment on train 899 from Pasco to Toppenish, nor would the past practice of handling crews in any manner support their contention. The rule referred to provides that firemen will not be placed on the extra list nor held away from their home terminal to avoid the payment of deadhead time. Fireman Griffith was not placed on the extra list nor was he held away from the home terminal to avoid paying him deadhead time, and under those conditions the rule can not be considered applicable in this instance. Paragraph (c), rule 66, in no manner supports the claim, which is being made in this instance, for continuous time.

Fireman Griffith was allowed 100 miles and 1 hour and 45 minutes' overtime at local rates from Pasco to Toppenish for the trip on No. 899, May 8, and for the trip from Toppenish to Yakima, distance 19 miles, he was allowed 100 miles at through-freight rates. Fireman Griffith was placed in chain-gang service and took his turn out with other chain-gang firemen, and for the return trip in through-freight service, May 9, from Yakima to Pasco, was allowed 100 miles and 50 minutes' overtime at through-freight rates.

If the contention of the engineers and firemen is sustained, it will be far-reaching in its effect and would result in unnecessary expense to the railway company. It often occurs in cases where crews are assigned to work-train service and after completing this assignment they are sent from the intermediate point where the work train was located to the distant terminal of that district and then are returned to their home-terminal in through-freight service. This

is in accordance with the practice in effect for many years, and no subsequent changes have been made in the rules governing which would prevent continuing this method of operation. Under their interpretation of the rule, it would be necessary to deadhead them to their home terminal immediately upon completion of their assignment or pay them continuous time until their arrival at the home terminal.

It is the position of the management that Fireman Griffith has been properly compensated for the service rendered on the two dates mentioned and that the rule referred to would in no manner support the claim of Fireman Griffith for continuous time.

*Decision.*—Claim denied.

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#### DECISION NO. 38.—CASE 55.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer Graves and Fireman Lewis, Fargo Division, for an additional 100 miles, taking engine to Dilworth for repairs, June 24, 1920.

*Joint statement of facts.*—Engineer Graves and Fireman Lewis were regularly assigned to work-train service in the vicinity of Lisbon, tying up at Lisbon each night at the completion of the day's work. On the date in question, after being in work-train service 13 hours, they were ordered to take their engine to Dilworth for repairs, and were not released from duty until their arrival at Dilworth 10.30 p. m. June 24. They were allowed continuous time or 15 hours 45 minutes for the day's work at work-train rates. Claim is made for 13 hours in work-train service and an additional 100 miles for taking engine to Dilworth for repairs, basing their contention on the application of paragraph (a), rule 21, reading as follows:

In all classes of service covered by rule 20, 100 miles or less, 8 hours or less (straightaway or turnaround) shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used,

and that rule 62, covering automatic release at terminals, which reads as follows, applies in work-train service at the point at which they had been tied up on previous dates:

Engineers (firemen) arriving at terminals or end of run are automatically released.

Paragraph (a), rule 36 of the engineers' and firemen's schedules reads as follows:

In work service, the allowance will be on a continuous time or mileage basis, without regard to arrival and departure from terminals during the time in such service.

*Position of committees.*—When Engineer Graves and Fireman Lewis arrived at Lisbon on June 24, 1920, at the completion of their day's work and train crew was tied up at that point, this crew had, to all intents and purposes, completed their work-train day. The trip

from Lisbon to the main-line terminal was additional service for which crew should be paid not less than 100 miles. The conductor of the work train was used as a pilot for this light-engine movement from Lisbon to the main-line terminal for which service he was paid 100 miles. Attention is directed to decisions of Adjustment Board No. 1 on case 247 and case 1308, where apparently the same principle is involved.

*Position of management.*—Engineer Graves and fireman, assigned to regular work-train service in the vicinity of Lisbon, were in continuous service from the time they reported for duty at 6.45 a. m. June 24, 1920, until their arrival at Dilworth (division terminal) at 10.30 p. m. The facts indicate they were at no time released from duty during the course of their day's assignment until their arrival at Dilworth, their time in service amounting to 15 hours 45 minutes, for which they were allowed continuous time (overtime computed at three-sixteenths of the daily rate) at work-train rates under the application of paragraph (a), rule 36, engineers and firemen's schedules, quoted in the joint statement.

It is the contention of the engineers and firemen that this engine crew had performed a full day's service in work-train service upon arrival at Lisbon, where a part of the train crew was released from duty, and they entered another class of service when instructed to take their engine to Dilworth for repairs, claiming that this should be considered as commencing a new day. In support of their contention they cite paragraph (a), rule 21 and rule 62 of the engineers and firemen's schedules, quoted in the joint statement. It is the contention of the management under the provisions of paragraph (a), rule 36, which is applicable to work-train service, that rule 62, covering automatic release at terminals does not at any time apply during their assignment to work-train service, and it can not be considered that this crew entered another class of service as they were not released from duty at Lisbon, and the trip to Dilworth with their engine for repairs was merely a continuation of their day's assignment in work-train service.

The contention of the engineers and firemen that rule 62 is applicable at the point at which it is customary to tie up the work-train crew is inconsistent and in conflict with the provisions of paragraph (a), rule 36, referred to, which provides that in work-train-service crews will be paid on a continuous time or mileage basis without regard to arrival and departure from terminals during the time in such service. There has been no change made in the application of this rule, although prior to the effective date of Supplement No. 24 to General Order No. 27, engineers and firemen in work-train service were paid on a mileage basis to and from the terminal and point where the work train was located, and on a time basis after entering work-train service, but this method of paying was superseded by the provisions of Supplement No. 24 in the granting of time and one-half for overtime, and since that time crews in work-train service have been paid on a continuous time or mileage basis from the time of commencing service until released from duty.

Paragraph (a), rule 21, also cited by the engineers and firemen in support of their contention, covers the basic day and would in no manner support the claim of Engineer Graves and fireman for an

additional 100 miles. It is the position of the management that paragraph (a), rule 36, is applicable at all times in work-train service, which has been strictly complied with in the allowance made to Engineer Graves and fireman for the service performed on the date in question.

*Decision.*—Claim sustained. \_\_\_\_\_

DECISION NO. 39.—CASE 56.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer Kennedy and fireman, Lake Superior Division, for continuous time account of being tied up at Brainerd in less than 14 hours February 11, 1921.

*Joint statement of facts.*—The territory from Duluth to Staples is known as the second district of the Lake Superior Division. Duluth is the division terminal, and the distance from Duluth to Staples is 147.5 miles. The distance from Duluth to Brainerd is 118.2 miles. It has been a well-established practice for a great many years when calling chain-gang crews at Duluth to notify them in the call whether the trip is from Duluth to Staples or from Duluth to Brainerd. If a crew is called for a trip from Duluth to Brainerd and for some reason is afterwards run through to Staples, the crew is paid an additional 100 miles for the trip from Brainerd to Staples. Engineer Kennedy and fireman were called for service at Duluth, February 11, 1921, and were notified in the call, as has been the previous practice, that the trip on the date in question would terminate at Brainerd. Although this practice has been in effect since the adoption of the hours-of-service law in 1908 and no claims have previously been presented the representatives of the engineers and firemen are now claiming that it is not permissible to call crews and operate in this manner, and claim is made for continuous time for the trip on February 11, 1921, from the time called for service at Duluth until return to Duluth, on account of the crew being tied up at Brainerd in less than 14 hours. It is the contention of the engineers and firemen that rule 73, reading as follows, applies at Brainerd:

Unless provided in other rules, engineers (firemen) will not be tied up between terminals except in cases of delay due to wrecks, washouts or snow blockades, when they will be paid for the first eight hours so held in addition to the time or miles made that day and for each succeeding calendar day will be allowed not less than 100 miles.

The above in case they are not required to watch or care for engines; if required to watch or care for engines, allowance will be under the provisions of rule 104.

*Position of committees.*—Engineer Kennedy and fireman were assigned to chain-gang service between Duluth and Staples; on February 11, 1921, they were called for extra west, and on arriving at Brainerd, an intermediate point between Duluth and Staples, they were tied up after being on duty 11 hours and 45 minutes. It is the contention of the committees that rule 73 is the only rule that permits tying up crews between terminals, except on the hours-of-service law.

While it appears from the correspondence that the crew was notified before leaving Duluth that they were to be tied up at Brainerd in accordance with the provisions of rule 72 in the conductors and trainmen's schedule, we wish to call your attention to the third paragraph in a letter received from Mr. Rapelje, dated June 6, 1921, which reads as follows:

While it is true we have no schedule rule which so defines this service, it is a fact we do not tie up crews at Brainerd indiscriminately, as they know before leaving Duluth on each trip whether they are to be tied up at Brainerd or run through to Staples.

The quotation above referred to clearly indicates that the position taken by the management is not supported by any rule in the contract now in effect and held by the engineers and firemen, coupled with the further fact that Exhibits A, B, and C, which cover some correspondence held between the committees and the management wherein the company requested the committees to adopt the rule now in effect between the conductors and trainmen and the railway company, and for reasons as outlined in Exhibit B the rule, as requested, was not acceptable. The claim is based on the contract now in effect, regardless of the fact that some of the employees in engine service have neglected to claim time for being tied up between terminals, where in a great many instances they were on duty to exceed 14 hours on reaching Brainerd and were tied up under the law. We are submitting Exhibits B and E for the purpose of showing the position taken by the railway company, where the practice for an extended period—covering light engine movement between the Union Depot in St. Paul and the roundhouse at Mississippi Street—the allowance as made was in excess of the schedule rules applying and the allowance was discontinued, and Exhibit B makes note of a statement by Mr. Nichols, in part as follows:

\* \* \* and simply because some timekeeper allowed this time in error for an indefinite period is no good reason for continuing this improper payment.

We also desire to call your attention to the third paragraph of Mr. Kline's letter, reading as follows:

It is my understanding that it is the desire of the committee, as well as the management, to have the schedule rules properly applied, as claims have been frequently presented for additional compensation in cases where rules have not been properly applied and payments made; consequently, if there is a rule that has been improperly applied and where the men have been overpaid, the management would have equal right to insist upon compliance with the schedule rules governing, regardless of the length of time such rules may have been improperly applied.

You will note that in Exhibit D and Exhibit E, while the payment has been in excess of the contract, the company desires to observe the contract to the letter, but in the case of Engineer Kennedy and fireman, their contention is based on past practice, and in our opinion the position taken in this particular claim on the part of the company is an untenable one.

*Position of management.*—The second subdivision of the Lake Superior Division from Duluth to Staples is 147.5 miles. Both Duluth and Staples are terminals for chain-gang crews; the former is the home terminal. Brainerd is 118.2 miles west of Duluth and is a terminal for St. Paul Division crews as well as for Lake Su-

perior Division crews assigned to local runs originating and terminating at Brainerd. Engine house facilities are maintained at this point; also switch crews; and in every sense it is considered a terminal for crews terminating at that point in all classes of service. Owing to the proximity of iron-ore mines a considerable amount of freight originates and terminates at Brainerd, which is handled by chain gang crews, and for a great many years it has been the practice in ordering crews at Duluth to designate on the board or in the call, so that each will know when leaving Duluth whether the trip will be from Duluth to Staples or from Duluth to Brainerd. If called for a trip from Duluth to Brainerd and it is later decided to run this crew through to Staples they are considered as having commenced a new day, for which they are allowed a minimum of 100 miles. Crews terminating at Brainerd under the conditions outlined receive the benefits of all the terminal rules applicable.

Engineer Kennedy and fireman, assigned to chain gang, were notified when called for service at Duluth on February 11, 1921, in accordance with the practice in effect, that the trip on the date in question would terminate at Brainerd, and for the service performed were allowed actual miles or hours, whichever is the greater, with a minimum of 100 miles or 8 hours, computed from the time they entered service until released from duty at Brainerd, and on the return trip from Brainerd to Duluth were compensated on the basis of a new day. The practice of operating crews in this manner between Duluth, Brainerd, and Staples has been in effect since the adoption of the hours of service law in 1908, and the claim of Engineer Kennedy and fireman for continuous time on February 11, 1921, on account of being tied up at Brainerd in less than 14 hours is the first notice the management has had that the engineers and firemen were taking exception to this method of operating chain gang crews. It is the contention of the engineers and firemen that it is not permissible to operate chain gang crews in this manner, designating Brainerd or Staples, as the case may be, as the terminating point or terminal for chain gang crews called for service at Duluth, basing their contention on rule 73 of the engineers' and firemen's schedules, quoted in the joint statement, and claiming continuous time in cases where engine crews are tied up at Brainerd in less than 14 hours computed from the time they were called for service at Duluth.

The conductors and trainmen have a rule in their schedule covering this operation which was incorporated during last revision of schedule, and prior to that time was covered by ruling outside the schedule, and prior to raising issue in this case the same principle has always been recognized by the engineers and firemen, as well as the conductors and trainmen, as being proper, which is fully substantiated by the fact that the enginemen at no time made protest against this manner of operating until the presentation of the claim of Engineer Kennedy and fireman for continuous time on February 11, 1921. Brainerd is a terminal and as such would permit the tying up of chain gang crews called for service at Duluth when they are notified in the call that the trip would terminate at Brainerd.

It is the position of the management, in view of the long-established practice in effect on this division of tying up crews at Brainerd.

erd, that it is permissible to continue doing so, especially in view of the fact that there has been no change in schedule rules governing the tying up of crews that would warrant a change in the method of compensating these crews.

*Decision.*—The Board believes that the parties to this dispute should make a rule to conform with the statement of facts, and settle this claim accordingly. Mr. Rapelje's letter of June 6, 1921, and Mr. Morgan's letter of November 22, 1920, indicate both parties believe an understanding is advisable; therefore, the case is remanded to parties to the controversy for adjustment if possible.

#### DECISION NO. 40.—CASE 57.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer Wilson and Fireman King, Rocky Mountain Division, for 25 miles runaround at Paradise, March 7, 1921.

*Joint statement of facts.*—Engineer Wilson and Fireman King were assigned to chain-gang service between Paradise and Missoula, a distance of 99.9 miles, and had been in service 8 hours and 5 minutes on a previous trip from Missoula to Paradise and stood first out at Paradise. A crew was required for a trip in chain-gang service Paradise to Missoula. It was not considered that Engineer Wilson and Fireman King had sufficient time to their credit under the hours of service law to make the trip from Paradise to Missoula, and the second crew out was used, which had been in previous service 3 hours and 25 minutes and did have sufficient time to make the trip to Missoula. It is the contention that Engineer Wilson and Fireman King should have been used, although they did not have sufficient time to make the trip, and by reason of not being used are making claim for 25 miles for a runaround.

*Position of committees.*—Rule 68 (b), firemen's schedule, provides:

Firemen on extra list, in chain gang and in mountain service, will be sent out in their turn. If not sent out in turn, they will be paid twenty-five (25) miles for each time runaround, but in no instance more than one hundred (100) miles for each calendar day. This does not apply to assigned runs.

Rule 68 (a), engineers' schedule, provides:

Engineers on extra list, engineers in chain gang, engineers in mountain helper service, and engineers in pusher service will run first in first out in the service, and on the districts or divisions to which they are assigned.

If not sent out in turn, they will be paid 25 miles for each time runaround, but in no instance more than one hundred (100) miles for each calendar day. This does not apply to assigned runs.

Prior to the application of Supplement No. 24 to General Order No. 27 it had been the practice to consider crews available for service and subject to runaround payments under the foregoing rule, except where tied up under the provisions of the hours of service law. This payment was governed by ruling issued by General Manager Goodell, March 13, 1911, reading:

Replying to your favor of March 17 inquiring as to whether or not an engineer has been "runaround" in case he is not available for service under the law, would say:

If an engineer has been on duty less than 16 hours in the 24-hour period and is not called in turn, he is then entitled to pay for being runaround. If he has been on duty 16 hours and has not been off duty the required time, he is then not available and can not claim time for being runaround.

The point turns upon the question as to whether or not an engineer can be used under the law. If he can be, he is entitled to the call, although it may be necessary to tie him up on account of the 16-hour period elapsing before he can complete the trip. If he has been on duty 16 hours, he can not be used under the law, and, therefore, can not claim runaround.

This letter was written to General Superintendent Nichols in reply to a letter to Mr. Goodell under date of March 7, 1911, reading as follows:

A ruling is desired on the engineer's schedule which states that engineers on extra list, engineers in chain gang, and engineers in mountain service will be sent out in their turn, and if not sent out in their turn they will be paid 25 miles for each time they are runaround.

The question is: If two crews arrive at the terminal, one crew having been on duty 16 hours and the other 6 hours, and the crew on duty 16 hours is first out, and the one on duty 6 hours is second out, a crew is needed for a run consuming about 5 or 6 hours, if the second crew is used, would the first crew be paid for runaround?

Since the provisions of Supplement No. 24 to General Order No. 27 have been applied to schedule rules, the general manager has taken the position that under question 49 and reply thereto on the application of Article XX, memorandum of understanding, which reads:

Under Article XX (b) Question: When will road crews be considered being available?

Answer: The road crew is available when rest is up and is subject to call.

The ruling above quoted is canceled. This position is covered in general manager's letter to Chairman Morgan and Gorman under date of June 18, 1921, which reads:

Replying to your letter of June 13 concerning claim of Engineer Wilson and Fireman King, Rocky Mountain Division:

At the time the claims of Engineers Barclay, Peterson, and Voerge, and firemen, Seattle Division, were presented, the application of question 49 and answer in memorandum of understanding covering Supplement No. 24, and the effect this interpretation would have on our rules, was fully discussed with me, and it was my decision at that time that the answer to question 49 referred to, automatically canceled the ruling of March 13, 1911, covering this matter. Since then nothing new has been developed that would cause me to change my mind; therefore, it is my opinion that the decision rendered by Mr. Nichols in this case is proper. The claim is declined.

Our committee contends that question 49 and decision was not intended to modify schedule regulations governing the hours of service law provisions nor the practices which have been observed by the company in compliance with such provisions.

*Position of management.*—The issue in this case involves the question of determining when road crews are available and subject to call. Engineer Wilson and Fireman King, assigned to chain-gang service between Missoula and Paradise, stood first out at Paradise, but before the expiration of their rest period a crew was required for an eastbound through freight train from Paradise to Missoula. Engineer Wilson and fireman had been in previous service 8 hours and 5 minutes, and without having had their required rest did not

have sufficient time under the hours of service law to make the trip from Paradise to Missoula without tying up at an intermediate point. The crew standing second out, which had been in previous service 3 hours and 25 minutes, was called for this trip, as they had sufficient time to their credit under the hours-of-service law to make the trip from terminal to terminal without being overtaken by the 16-hour law. Engineer Wilson and Fireman King presented a claim for 25 miles runaround on account of using the second crew out, notwithstanding the fact that they had not had their required rest and did not have sufficient time to their credit under the hours of service law to make the trip from Paradise to Missoula. The representatives of the engineers and firemen base their contention on the schedule rule, which provides that engineers and firemen in chain-gang service will run first in first out; and also cite a ruling issued by the general manager under date of March 13, 1911, their position being that a crew should be considered available as long as they have any time left to their credit under the hours-of-service law.

While the amount of money involved in this particular claim is trivial, the principle at stake is very far-reaching. For illustration, a crew may have been in previous service 15 hours, but it is the contention of the engineers and firemen that the crew would be entitled to pay for a runaround if not called in turn even though they had but 1 hour to their credit in which they could be used under the hours-of-service law, which would be hardly sufficient time for the crew to prepare for the trip and leave the yard. The same argument would also hold true in case a crew had been in previous service 15 hours and 55 minutes and had but 5 minutes to their credit before they would be overtaken by the hours-of-service law. It would be absurd under such conditions to call the crew for service, and if not called for service there is no justice or equity in the contention of the engineers and firemen that the crew would be entitled to pay for runaround.

Attention is directed to question 49 and answer appearing in the memorandum of understanding issued by the United States Railroad Administration under date of February 17, 1919, concerning the application of Supplement No. 24 to General Order No. 27. Existing schedules were revised in compliance with the provisions of Supplement No. 24, which materially changed the general application of various schedule rules, and it is the management's understanding that the principle outlined in question 49 and answer is applicable in determining the availability of crews in road service and supersedes the previous practice, which obtained on the Northern Pacific, prior to the application of Supplement No. 24 to General Order No. 27, of considering a crew available for service up to 16 hours. The rule which requires crews assigned to chain-gang service will be run first in first out does not define when a road crew will be considered available and subject to call.

Engineer Wilson and Fireman King, in accordance with the above interpretation, were not available for the service required and therefore are not entitled to pay for runaround on account of using a crew that was available for service and had sufficient time to their credit under the hours-of-service law to make the trip from terminal to terminal without tying up.

*Decision.*—It is the opinion of the Board that interpretation of runaround rules by the management on the Northern Pacific Railway Co. and the practices resulting therefrom were not changed by decision to question 49, memorandum of director general dated November 15, 1919; therefore, the claim is sustained.

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DECISION NO. 41—CASE 58.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claims of Firemen Barrett, King, Bennett, Walters, Schmelzer, Fieber, and Howe, Seattle Division, who were on the suspended list, for time lost on account of not being used in hostling positions; these several claims originating between January 10 and April 1, 1921.

*Joint statement of facts.*—Owing to a reduction in force the above-mentioned firemen were placed on the suspended list and claim is made for time lost on various dates between January 10 and April 1, 1921, on account of not being permitted to displace junior firemen holding hostling positions who had signed bulletins and were regularly assigned to these positions under the provisions of rule 59 of Article II, reading as follows: .

(a) At points where hostlers are employed firemen will not be required to put coal, water, sand, oil, or waste on engines, but will be required to take water on incoming and outgoing engines, provided the water supply is outside of inside hostling districts.

(b) Where hostlers are employed they will be required to place engines on outgoing roundhouse track.

(c) In the employment of hostlers, senior firemen on their respective divisions shall have preference, providing they have had at least two years' experience as firemen.

(d) Vacancies shall be bulletined for fifteen (15) days, but no hostler will be permitted to vacate a hostling position to which he has been assigned, except on April 1, without the sanction of master mechanic.

All hostling positions, except those held by permanent hostlers, will be declared vacant on April 1 of each year, and bulletined accordingly.

Only men in actual service as firemen during the period hostling positions are bulletined will be eligible for the position of hostler under this rule. This not to conflict with provisions of rule 118(b).

(e) In case a vacancy in hostling positions has been properly bulletined, and no eligible fireman has applied for same, the position will be filled by the junior eligible fireman. A hostling position filled under the provisions of the foregoing will again be bulletined at the expiration of ninety (90) days. Firemen, debarred from service as such from causes of such nature as do not incapacitate them from satisfactorily filling hostling positions, will be permitted to exercise their seniority rights to hostling positions at once.

(f) Hostlers will change shifts every one or two weeks, as may be agreed upon between the parties interested, but if agreed upon between opposite hostlers that one man shall hold a shift continuously, such arrangement may be made.

(g) Hostlers will do roundhouse switching, if required, and perform such other duties as legitimately belong to hostling, but shall not be required to do any hostling outside of regular hostling district.

(h) Inside hostlers required to handle engines between passenger stations and roundhouses or yards or on main tracks will receive outside hostlers' rate for the day's work.

(i) Where the hours of work of hostlers are reduced, regular hostlers shall have a fixed time for beginning work each day.

Such times may vary for each terminal, but must be fixed for and posted at each terminal.

Should conditions of work to be performed necessitate a change in such hours, the usual notice shall be given.

Hostlers, in accordance with past custom, will be allowed a reasonable time for meals, with no deduction in pay for time therefor.

Where hostlers are employed continuously on three shifts, they will begin work on each shift at such time as may be mutually agreed upon between the management and themselves.

*Position of committees.*—The construction which is now being placed on paragraph (d) of rule 59 by the railroad company, to the effect that firemen assigned for hostlers' positions will hold such position until April 1, even though the seniority on the firemen's list does not entitle them to employment, is not in accordance with the committee's understanding of the rule or its past application on the system. It has been understood that the provisions of this rule which require that firemen will secure a sanction of the master mechanic before vacating a hostler's position was for the purpose of avoiding frequent changes in these positions due to hostlers exercising their seniority to other classes of service.

During the past year approximately 20 hostlers employed under 6 different master mechanics were suspended in accordance with their seniority on the firemen's list, because of force reduction, which conforms to the past general practices on the entire system, and to our best knowledge these firemen were not required to obtain the sanction of the master mechanic in order to vacate their hostling positions, but they were arbitrarily taken from these positions and placed on the suspended list. It is well known that while rule 59 covers the method of filling hostling positions, the duties of a hostler, and the restriction placed on hostlers regarding the exercise of seniority to other positions, there is nothing in this rule that contemplates the setting aside of other general rules which apply to the firemen as a whole, such as rules covering leave of absence, reduction of force, investigation, etc. It is further understood that the railroad company does not guarantee a fireman that he will hold the hostling position to which he is assigned until April 1, and if it becomes necessary to reduce the number of hostlers employed prior to April 1 these men are permitted to displace any firemen their junior on the seniority list. This same principle has been applied to firemen, until quite recently, and firemen had not been thrown out of employment while junior firemen were holding positions as hostlers on the seniority list.

We believe a careful survey of past practice on the different divisions of this railroad will show that until this question was raised, due to the position of the master mechanic on the Seattle Division, there has been no discrimination shown between firemen in hostling service and those occupying other positions as firemen when it came to a question of reducing the number of firemen employed on the division. Prior to incorporating Article XI of the Chicago agreement, effective April 1, 1920, the following rule appeared:

Firemen will take rank from date of their assignment to service, and in event of there being a surplus of men, the oldest in the service on any division shall have preference as to employment upon such division.

It was agreed with the railroad company that Article XI of the Chicago joint agreement, which covered the increase and reduction

of force, made the foregoing rule no longer necessary; however, it will be seen that under this rule senior firemen were given preference to employment on their division in case of force reduction. We again submit that that part of rule 59 (*d*) reading:

Vacancies will be bulletined for fifteen (15) days, but no hostler will be permitted to vacate a hostling position to which he has been assigned, except on April 1, without the sanction of the master mechanic,

was for the purpose of restricting firemen occupying hostling positions from exercising their seniority to other service, and was not intended to interfere with rules governing reduction of force, or to leave it optional with the master mechanic to either suspend the hostler or permit him to remain in the service and suspend a senior fireman. This contention on our part is supported by the understanding of the general chairman, who negotiated the rule with the railroad company and also by the general past practices on the various divisions of this railroad. Claim is made that firemen suspended out of turn should receive the same compensation as the junior firemen who were retained in the service.

*Position of management.*—Firemen are entitled to hostling positions under the conditions outlined in rule 59, Article II, of the firemen's schedule quoted in the joint statement of facts. Rule 59, Article I, which has not been quoted in the joint statement, covers the rate of pay, basic day and overtime, applying to hostling service. Article II of the rule referred to governs the seniority rights of hostlers in its entirety. All hostling positions are declared vacant on April 1 of each year and rebulletined, and firemen who make application for and are assigned to these positions in accordance with paragraph (*d*), rule 59 of Article II, can not vacate these positions except on April 1 without the sanction of the master mechanic. This requirement has been in effect for a number of years and is for the purpose of avoiding frequent changes in personnel, which would be the result if firemen were permitted to exercise their seniority to hostling positions indiscriminately. Hostling service requires experienced men, and in order to obtain satisfactory results it is essential to keep men in hostling positions who are competent to handle the work, and with this thought in mind the existing rules were incorporated in the schedule.

Recently the Seattle Division, owing to a depression in business, placed a number of firemen on the suspended list, among which were included Firemen Barrett, King, Bennett, Waters, Schmelzer, Fieber, and Howe. Due to the fact that the firemen mentioned are senior in service to certain firemen holding hostling positions, claim is made for time lost on various dates between January 10 and April 1, 1921. It is the contention of the firemen that when reducing force, firemen before being suspended should be permitted to displace junior firemen holding hostling positions. Representatives of the firemen claim that the past practice in connection with the handling of hostling positions supports their contention and outlines their understanding of the situation as it existed on the various divisions in attempting to justify their position, but it would appear that what they claim to be past practice is merely that which has taken place recently.

It is the position of the management that when hostling positions are open for bid on April 1, and assignments made under the provisions of paragraph (d), rule 59 of Article II, that firemen who are assigned to these positions are compelled to hold the hostling position selected under the provisions of this paragraph until April 1, unless the master mechanic consents to their release. The management at no time issued instructions to anyone to deviate from the principle outlined herein as the company's understanding of the proper application of the rules governing hostling service, and if local officers on any division have been handling the situation contrary thereto, they have done so without being authorized to do so by the general officers. Exhibit A is submitted with this case, which is copy of circular under date of January 24, 1921, issued by the general chairman of the Brotherhood of Locomotive Firemen and Enginemen, to all local chairmen, which to a great extent is misleading, and attention is particularly directed to the following paragraph contained therein:

The company has finally agreed with the position of our committee that firemen in hostling positions should be suspended in their proper turn, except that they insist that a fireman holding a hostling position will not be displaced until the expiration of the bulletin and the regular assignment is made.

The management at no time agreed to the contention of the firemen's committee as outlined in the above paragraph, and to substantiate this statement, Exhibit E is submitted with this case, which is copy of communication under date of January 13, 1921, to Messrs. Morgan and Gorman, signed jointly by the general mechanical superintendent and the assistant general manager. After considerable discussion concerning the question at issue, the management, without abating its contention, signified their willingness to modify to a certain extent the application of paragraph (d), rule 59, referred to. The firemen's committee, however, was not agreeable to the modification as outlined in Exhibit B, and as result the modification proposed by the management was withdrawn on February 11, 1921, the letter still maintaining the position that hostler rules were being complied with and that hostlers assigned to these positions are entitled to hold them until April 1 without regard to firemen who, in the meantime, may be placed on the suspended list.

In view of the misleading statements contained in general chairman's circular, referred to, it can be readily seen what the result would be and the influence such a communication would have on the local officers, and as the question at issue became involved on several divisions, the local chairmen agitated this question to considerable extent and on several divisions were successful in having the master mechanic conform to their understanding of the rule, notwithstanding the fact that such understanding was contrary to the position taken by the management concerning the proper application of the rules governing the seniority of hostlers. It would hardly be consistent to argue that what has taken place recently would determine that past practice, and from the evidence at hand it would appear very much that what is claimed to be past practice concerning the application of the hostling rules is nothing more than

what has taken place on the various divisions since the local chairmen have brought the question up with the various master mechanics, the latter being influenced to a large extent by the misleading statement made in the circular issued by the general chairman laboring under the impression this statement was a correct one and that the management had actually agreed to the firemen's contention.

Prior to the raising of the issue in this case, the rate of pay and working conditions surrounding the position of hostler were such that it was an inducement to senior firemen to apply for these positions. However, since the inauguration of the 8-hour day with time and one-half for overtime, which has resulted in hostlers being assigned to 8-hour shifts, and taking into consideration the fact that the rate for inside hostlers is practically the same as the minimum rate for firemen in road and switch service, senior firemen prefer to remain in switch or road service instead of taking hostlers' positions with additional responsibilities. If the representatives of the firemen are sustained in their contention concerning the application of the hostling rules, it will result in a very aggravated situation in the future and it is safe to say junior firemen in the majority of cases would be holding hostling positions, and a reduction in force determined by the fluctuation in business would result in continual changes in hostling positions.

As previously stated, it is the position of the management that rule 59 of the firemen's schedule is applicable and covers hostling service in its entirety in so far as rates of pay and seniority rights to hostling positions are concerned, and we are unable to agree to the contention of the representatives of the firemen that the Seattle Division firemen mentioned were suspended irregularly. It is not the management's understanding that the Chicago working agreement or any other rule in the firemen's schedule in any manner modifies or supersedes the provisions of rule 59, and it is the position of the management that this rule was fully complied with on the Seattle Division and that the firemen mentioned above are not entitled to the time as claimed.

*Decision.*—The provisions of the agreement between the Northern Pacific Railway Co. and its firemen and hostlers regarding the rights of employees of the classes mentioned are apparently somewhat involved. The facts developed at the hearing, taken in connection with a reasonable interpretation of the various rules, in the opinion of the Board, sustain the contention of the organizations that senior firemen should not be suspended from service and junior men retained as hostlers, and the Board so decides.

The statements made to the Board by the representatives of both sides did not make clear just what the practice has been; the Board, therefore, feels obliged to deny payment of claims made for time lost in this particular case.

## DECISION NO. 42.—CASE 59.

*Chicago, Ill., December 13, 1921.***Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer J. R. Baldridge and fireman, Montana Division, for continuous time in mountain helper service from Whitehall to Butte and return to Whitehall. April 28, 1920.

*Joint statement of facts.*—The territory between Whitehall and Butte is designated as a regular mountain helper district. Under date of March 24, 1920, Circular No. 64 (copy submitted on Exhibit A) was issued, placing this service on a straightaway basis, allowing crews 100 miles, plus 12 constructive miles, for each trip from Whitehall to Butte, or vice versa.

The issue in this case involves the application of rule 21 and rule 35, engineers' and firemen's schedules, reading as follows:

Rule 21. (a) In all classes of service covered by rule 20, 100 miles or less, 8 hours or less (straightaway or turn-around), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engines or other power used.

(b) On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by  $12\frac{1}{2}$ . Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

Rule 35. (a) Except as provided in paragraph (d) of this rule, mountain helper service will be considered assigned service and come under the provisions of rule 65, which will include engineers (firemen) assigned to runs or work between the following points: Helena and Blossburg, Missoula and Arles, Easton and Lester, Whitehall and Butte, Saltese and Wallace.

NOTE.—It will not be necessary under this rule to assign helper crews to any particular train or trip.

Engineers (firemen) of engines used as helpers on the districts specified above, whether regularly assigned to that service or not, will be considered in mountain service.

Freight and passenger helper service may be operated separately on any one district, with the understanding that if a crew in passenger helper service is used to help a freight train, or vice versa, not less than a minimum of 100 miles will be allowed for such service.

(b) In assigned helper service a turn-around run is a run from a terminal to an intermediate point and return to starting terminal, time to be continuous, and not less than 100 miles will be allowed for each round trip, except as hereinafter provided.

(c) Assignments may be made consisting of a succession of short trips out of a terminal, provided a second or any succeeding run shall be started within eight (8) hours from the time crew was required to come on duty for the first trip, or when the actual miles run are less than one hundred (100); otherwise the additional runs will be considered as commencing a new day.

(d) An increase in the number of engines assigned to helper service for seven days or less will be considered temporary and the provisions of rule 65 will not apply; otherwise they will be governed by the same rules covering regular assigned helper service.

NOTE.—Limits of helper districts applying to regularly assigned crews will be applied to extra helper crews, also the same penalty rules applying.

(e) When engineers assigned to mountain helper service are used in other than mountain helper service, not in connection with trip as mountain helper, they will be paid a minimum day for and at the rate applying to such service; such allowances will be computed separately from time on duty in mountain helper service and excluded in computing overtime in mountain helper service.

NOTE.—This rule applies to service between the points named in this rule, and starting terminal must be designated in such assignment, and such crews will be entitled to continuous time until their return.

Leaving starting terminal after being on duty eight (8) hours from time of commencing the day's work, or having run 100 miles, a new day will start.

It is the contention of the engineers and firemen that it is not permissible under rule 35 of the engineers' and firemen's schedules to operate mountain helper service on the straightaway basis, and claim is made for continuous time from the time of commencing service at Whitehall until return to Whitehall.

*Position of committees.*—Prior to the application of Supplement No. 15 to General Order No. 27, mountain helper service was operated on a trip basis, 4 hours or 50 miles with overtime accruing being allowed for each trip. In negotiating rules to place this service on a daily basis in accordance with the provisions of Article VII, Supplement No. 15, our committee contended that mountain helper crews should be paid 100 miles when required to run into terminals of other helper crews.

In submitting proposed rule for the consideration of committee on August 7, 1919, the company proposed as Paragraph I, rule 65, the following:

The provisions of this rule do not prevent the assignment of helper crews to turnaround runs between two terminals, providing the home terminal is designated in such assignment and such crews will be entitled to continuous time subject to the provisions of paragraphs (d) and (e) of this rule.

This proposal was considered by the committees, who proposed the following in lieu of Paragraph I of the company's submission:

This rule applies to service between the points named in this rule, and starting terminal must be designated in such assignment, and such crews will be entitled to continuous time until their return.

Leaving starting terminal after being on duty eight (8) hours from time of commencing the day's work, or having run 100 miles, a new day will start.

Under date of September 12, 1919, the railroad company, after considering the proposal of the committee, adopted the above-quoted paragraph and placed this rule into effect as a tentative proposition until such time as the schedule became revised. After Supplement No. 24 was applied to the schedules, this note was made a part of the schedule rules. When the attention of the company was directed to the violation of this paragraph of the helper rules through an assignment of certain crews on straightaway basis they contended that under the provisions of rule 21, which is Article VII of Supplement No. 15, covering the basic day and overtime in freight service, they were privileged to operate mountain helper service on either straightaway or turnaround basis, regardless of the literal reading of the mountain helper rule. They pointed out further that during schedule negotiations our executive officers agreed that it would be unnecessary to incorporate the provisions of Article VII, Supplement No. 15, in the helper rules, inasmuch as this article appeared in the general rules covering freight service.

The committee contends that Article VII, Supplements Nos. 15 and 24, will not permit the company to operate mountain helper service as a straightaway run from a terminal to the turning point by paying 100 miles in each direction, as mountain helper rules specifically provide for turnaround operation in this class of service.

The attention of the Board is directed to the answer to question No. 47, Interpretation No. 1, Supplement No. 24.

Committee believes that the company is in error in contending that Article VII, Supplements 15 and 24, left it optional with the company to operate mountain helper service either straightaway or turn-around where rules were negotiated to cover turn-around operations.

*Position of management.*—Crews assigned to mountain helper service between Whitehall and Butte are operated on a straightaway basis, and in accordance with Circular 64, submitted as Exhibit A, both Whitehall and Butte are designated as terminals.

Engineer Baldrige was assigned to this service, which in accordance with Circular 64 is operated as a straightaway run between Whitehall and Butte. On April 28, 1920, he presented a claim for continuous time computed from the time of commencing service at Whitehall until his return to Whitehall, regardless of the fact that he entered Butte, a terminal for his run, and was released from duty. Engineer Baldrige, for service performed on the date in question, was allowed 100 miles plus 12 constructive miles, and 35 minutes' overtime, for the trip from Whitehall to Butte, and 100 miles plus 12 constructive miles for the trip from Butte to Whitehall.

It is the contention of the engineers and firemen that rule 35 quoted in the joint statement does not permit an assignment on a straightaway basis in mountain helper service, basing their principal argument on the note appearing under paragraph (e) of the rule referred to.

The note referred to was inserted in the schedule for the particular purpose of outlining the proper method of payment where crews in mountain helper service are operated on a turnaround basis with but one bulletined terminal, but does not in any manner supersede the provisions of paragraph (a), rule 21, covering the basic day in all classes of freight service, nor is there any provision contained in rule 35 proper which would in any manner support the contention of the engineers and firemen.

Paragraph (a), rule 21, of the engineers' schedule, quoted in the joint statement, provides that in all classes of service covered by rule 20, 100 miles or less, eight hours or less (straightaway or turnaround) shall constitute a day's work. Rule 20 referred to, which reads in part as follows:

Rates for engineers in through and irregular freight, pusher, helper, mine-run or roustabout, belt line or transfer work, wreck, construction, snowplow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service, shall be as follows: \* \* \*.

specifically mentions pusher and helper service; therefore there can be no question that paragraph (a), rule 21, which is a general rule, is applicable to the class of service mentioned.

Effective December 1, 1919, the trip basis of payment in existence prior to that time in mountain helper service was eliminated in conformity with the provisions of Supplement No. 24 to General Order No. 27, and at that time tentative rules were mutually agreed upon with the authorized representatives of the engineers and firemen covering mountain helper service, and paragraph (a), rule 21

of the existing schedule was then known as rule 65 (a), comprising part of the tentative rules governing mountain helper service. Later, when the engineers' and firemen's schedules were revised on April 1, 1920, to conform with the changes brought about by various wage orders, it was not considered necessary to include in the mountain helper rule paragraph (a) referred to for the reason that it was incorporated in the schedule as a general rule covering the basic day in all classes of freight service.

As proof that the management's understanding concerning this is correct, the following extract is quoted from the assistant general manager's letter under date of February 14, 1920, addressed jointly to A. Johnston, assistant grand chief of the Brotherhood of Locomotive Engineers, and S. A. Boone, vice president of the Brotherhood of Locomotive Firemen and Enginemen, who were present during the negotiations with the engineers' and firemen's general committee:

Rule 65 (a) Apparently this particular paragraph is unnecessary as the basic day in mountain helper service will be taken care of in rule 2 (which has reference to rule 21 (a) of the present schedule) covering the basic day in all classes of freight service.

Under date of March 3, 1920, Messrs. Johnston and Boone replied to the assistant general manager as follows:

Rule 65 (a) We concur in your suggestion that our proposed rule is unnecessary as the subjects mentioned therein are covered by Articles IV and VII, Supplement No. 24, both of which are to be incorporated in the schedules.

The above fully substantiates the fact it was fully understood by the executive officers of the engineers' and firemen's organizations, as well as the management, that paragraph (a), rule 21, covered pusher and helper service, leaving it optional with the railway company to make assignments in mountain helper service on either a straightaway or turnaround basis. The situation between Whitehall and Butte was thoroughly discussed at that time, and the note referred to appearing under paragraph (e) of rule 35 was not in any manner intended to prohibit assignments in mountain helper service on a straightaway basis, but was merely intended as an explanation outlining the proper method of payment where crews are assigned on a turnaround basis with but one designated terminal. The argument that this note supersedes paragraph (a), rule 21, is inconsistent for the reason that if the enginemen's contention is correct then they would have no rule covering the basic day applicable to mountain helper service.

It is the management's understanding this rule is mandatory as adopted from the provisions of Supplement No. 24, and that the conditions outlined therein are applicable to all classes of freight service operated on either straightaway or turnaround basis.

The claim of Engineer Baldridge was declined on the ground that the schedule rules governing do not in any manner support the contention of the engineers and firemen, and it is the position of the management that it is purely a managerial question whether crews in mountain helper service will be assigned on a straightaway or turnaround basis in accordance with the provisions of paragraph (a), rule 21, referred to.

*Decision.*—Claim denied.

## DECISION NO. 43.—CASE 60.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer Miller and fireman, St. Paul Division, for an additional 100 miles under the application of rule 70 covering diversions.

*Joint statement of facts.*—St. Paul division chain gang crews run between Northtown and Staples or Northtown and Brainerd, as the case may be. Eastward trains from Brainerd make connection with the new main line at Little Falls by leaving the old main line at east side Little Falls or at Gregory, 2.8 miles east of Little Falls. Trains handled by engines smaller than class "W" engines connect via east side Little Falls. On account of restrictions placed on bridge 106 in Little Falls proper, it is necessary for trains handled by class "W" or heavier engines to make connection at Gregory.

At this time there was an advertised stock-pick-up run operated on the Morris branch on Tuesday, which terminated at Little Falls. It is necessary to make connection with this train either by running a train from Staples or a train from Brainerd to pick up this stock. On Tuesday, February 8, 1921, a train was run from Brainerd for this purpose, giving them a certain number of dead freight loads out of Brainerd, with instructions to the crew as follows:

Leave your train on the old main line at Gregory, back over to Little Falls and connect with No. 708, and get what stock they have and coach 630 for stockmen to ride in, then come east, picking up your train at Gregory.

On account of having a "W" engine it was necessary to leave their train at Gregory and back up 2.8 miles to Little Falls to get this stock.

Claim is made for diversion or an additional 100 miles for making the trip from Gregory to Little Falls and return under rule 70, engineers' and firemen's schedules, reading as follows:

Engineers (firemen) required to go off their runs to make side trips will be paid 100 miles for such diversion, this not to apply when train runs between the same terminals over an alternate route.

Example: Engineer (firemen) starts from terminal "A" whose final destination is "D"; diverted to "B" to do work on another line. One hundred miles will be allowed for this service.

*Position of committees.*—When Engineer Miller and fireman were called for service at Brainerd they received the following instructions:

Leave your train on the old main line at Gregory, back over to Little Falls and connect with No. 708, and get what stock they have and coach 630 for stockmen to ride in, then come east, picking up your train at Gregory.

The company contends that this train was run for the express purpose of picking up this stock, and that on account of crew having been advised to make this side trip before leaving the terminal crew is not entitled to payment under the provisions of rule 70. The position of the company is covered in letter addressed to general chairman June 15, 1921, reading:

I note you make reference to some cases adjusted on the Idaho Division during 1914 and 1919, which you claim are very similar, to which I can not

agree, as in the Idaho Division cases the crews were not notified when called that they would be required to make a side trip.

It has been the position of the management if an engine crew is notified in the call to make a certain side trip in connection with their trip that the provisions of rule 70 do not apply, as the crew is called for the service which they render. This method of calling crews has been established for a number of years, which was followed out in this instance; therefore, in my opinion, Engineer Miller and fireman are not entitled to pay for a diversion. Claim is denied.

Under date of October 18, 1919, in a letter to A. F. Whitney from General Manager Rapelje on the application of rule 15, Article X, trainmen's schedule, which is identical with rule 70 of the engineer's and firemen's schedules, the position of the company on the application of the diversion ruling was outlined as follows:

The fact that a crew may be run off the main line and on a branch line does not of itself always mean a diversion under the meaning of the rule. When a side trip is made and such side trip was service for which train was run and crew was so advised at the time, such side trip does not constitute a diversion under the intent and meaning of the rule. For example: A crew is called at Livingston to load stock at Wilsall and take to Laurel; crew is run out of Livingston, over the Shields River Branch, Mission to Wilsall and return, and continues on to Laurel. In my opinion, this is not a diversion for the reason that it was the purpose for which the train was run.

A crew called at Livingston to load stock on the Shields River Branch and take to Laurel would be entitled to pay for a diversion under the rule if it handled cars not destined to points on the Shields River Branch; except crews assigned to exclusive stock loading trains may load and pick up stock at other points en route without claiming a diversion.

It will be noted in the foregoing ruling a crew called at Livingston to load stock on the Shields River Branch and take to Laurel would be entitled to pay for a diversion under the ruling if it handled cars not destined to points on the Shields River Branch. In this case it appears that crew was notified prior to leaving Livingston that they were to make a side trip, but owing to the fact that cars were handled in the train not destined to the Shields River Branch it was agreed that this side trip should be considered a diversion and paid accordingly. It appears that in accordance with this ruling Engineer Miller and fireman would be entitled to pay for a diversion for making side trip from Gregory to Little Falls and return, even though they were notified of this side trip prior to leaving Brainerd, their terminal. Inasmuch as this crew handled a train of merchandise from Brainerd to Northtown it can not be said that this side trip was the express purpose for which this train was run.

*Position of management.*—Brainerd is an established terminal for St. Paul Division crews. Engineer Miller and fireman were assigned to chain-gang service between Northtown and Brainerd, and on February 8, 1921, were called for service at Brainerd for the express purpose of making connection with train 708 at Little Falls and picking up several cars of stock brought into Little Falls on train 708, the latter being an advertised stock-pick-up train on the Morris Branch on Tuesdays, terminating at Little Falls. This crew was given a certain number of dead freight loads out of Brainerd to fill out tonnage in this train. On account of having a class "W" engine, which could not be run over bridge 106 on the cut-off between the old main

line and the new main line at Little Falls, the crew was instructed to go to Gregory, 2.8 miles east of Little Falls, where the old main line connects with the new main line, leaving the train at that point, and backing up over the new main line to Little Falls, and picking up the stock brought in on train 708, together with coach 630 for stockmen to ride in, then coming east, picking up their train at Gregory and continuing to Northtown. A sketch showing the track arrangement is submitted as Exhibit A.

If a smaller-type engine had been used this move would have been unnecessary, as the crew could have reached Little Falls and picked up this stock by passing over cut-off from the old main line to Little Falls proper, via bridge 106, and if this had been done there is no question whatever that claim for diversion could not have been involved, as this would have been considered a straightaway movement.

The rule provides that enginemen who are required to go off their runs will be paid for a diversion; and, due to the fact that this crew was called for the express purpose of picking up stock at Little Falls, it can not be considered by any stretch of imagination that the crew was required to go off their run.

The fact is established therefore that the move from Gregory to Little Falls and return to make this stock connection was made necessary owing to the bridge restriction on bridge 106, and could not be considered as constituting a diversion under the application of rule 70. Rule 70 is applicable in cases where a crew has departed from the terminal after having received their orders, and were on their way, and are given instructions upon arrival at some intermediate point to make a side trip on some branch line to perform certain work, and then after completing this work pick up their train and continue to their final destination. This is supported by the language contained in the rule referred to, an example appearing thereunder. In the case of Engineer Miller and fireman none of these conditions existed. The movement from Gregory to Little Falls, as explained above, was made necessary on account of the restrictions placed on bridge 106 at Little Falls, and in view of these facts it is the management's position that Engineer Miller and fireman are not entitled to the claim for an additional 100 miles for diversion.

The representatives of the engineers and firemen cited a certain decision rendered by the general manager in 1917 in a letter addressed to the vice president of the Brotherhood of Railroad Trainmen concerning a claim presented by brakemen in support of their contention that Engineer Miller and fireman should be allowed pay for diversion as claimed. This ruling, however, was canceled by the trainmen's schedule, effective September 1, 1920, which abrogated all former rulings, and the decision made in this case could not in any manner be considered as a precedent and would be of no value in disposing of the claim of Engineer Miller and fireman.

It is the position of the management that the trip from Gregory to Little Falls under the conditions cited does not constitute a diversion within the meaning of rule 70.

*Decision.*—Under the circumstances in this case, claim denied.

## DECISION NO. 44.—CASE 61.

*Chicago, Ill., December 13, 1922.***Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Fireman Manning, Yellowstone Division, for removal of discipline assessed against his personal record and pay for time lost amounting to 1,057 miles February 19 to 28, 1921, inclusive.

*Joint statement of facts.*—On February 19, 1921, Fireman Manning, assigned to chain gang service between Glendive and Dickinson, was called for service as fireman at Glendive on extra 1821 east, a stoker-fired engine. This engine was due to leave the roundhouse track at 4 a. m., but Fireman Manning went to the roundhouse foreman and reported that the engine was not properly coaled, and stated to the roundhouse foreman that he would not go out on this engine until there was more coal placed on the tank, whereupon the roundhouse foreman told him in that event it would be necessary to call another fireman, which was done. Fireman Manning claimed that the tank was short from 2 to 2½ tons of coal. A ton and a half of coal was placed on this tank before departure.

A transcript of the investigation held in the master mechanic's office at Glendive on February 24 in accordance with rule 131 of the firemen's schedule is submitted as Exhibit "A" to the Board, and for his responsibility in this affair Fireman Manning received the following letter from master mechanic, dated February 28, 1921.

Referring to the case wherein you refused service and thereby violated rule 913 of the Northern Pacific Railway transportation rules, wherein you refused to fire engine 1821 at Glendive the morning of February 19, 1921, until there was more coal put on this tank, notwithstanding the fact this engine is stoker-fired and it is not near as essential to have as much coal as a hand-fired engine, also the opening in the plates on the bottom of the coal pit on this engine is ample large enough to allow coal to feed into the hopper, and due to you violating rule 913 of transportation rules, I am giving you ten days' actual suspension.

Hoping it will not be necessary to do this again in a case of this kind.

Rule 913 of the transportation rules reads as follows:

Firemen report to the master mechanic. They must obey the orders of the roundhouse foreman and road foreman of engines; they will conform to instructions of trainmaster or assistant superintendent in transportation matters; when on duty they are subordinate to enginemen.

They must assist enginemen in the observance of rules for enginemen and must comply with those rules applicable to firemen.

Rule 131 of the firemen's schedule reads as follows:

Firemen charged with offenses involving their suspension or dismissal will be advised in writing the nature of the offense charged. No fireman will be suspended or discharged without proper cause. All cases will have full investigation by master mechanic or superintendent, and these investigations will ordinarily be held within five (5) days. Firemen under charges will have sufficient notice in advance of the date set for investigation to permit of having one or two coemployees present to assist. If dissatisfied with a decision, a fireman may appeal to the next higher authority, continuing such appeal to the general manager. If it is decided that the fireman is blameless, he shall be immediately reinstated and paid for all time lost on account of such suspension or discharge, at engine rates for class of engine on which last used, for each calendar day. Grievances not presented within sixty days shall not thereafter be considered.

This claim is based on paragraph (a), rule 89 of the firemen's schedule, reading as follows:

Firemen will not be required to place coal on tenders at coaling stations where regular men are employed supplying the dock with coal. Division officials will endeavor to have engine coaled so as to relieve firemen of shoveling down an excessive amount of coal. At terminals or turn-around points where there is an engine watchman on duty, and no coal supply, coal will be shoveled down for fireman for the return trip, in so far as his other duties will permit. Where this is not done and it is necessary for fireman to do so they will be paid for the work at overtime rates for actual time consumed, but not to exceed one hour.

Claim is made for removal of the discipline assessed against the personal record of Fireman Manning and pay for time lost on the ground that he was justified in the action he took in this matter.

*Position of committees.*—Under the provisions of rule 89, division officers will endeavor to see that engines are properly coaled so as to relieve firemen from shoveling down an excessive amount of coal.

When Fireman Manning arrived at the roundhouse and found this engine was not properly coaled he immediately notified the roundhouse foreman of this fact but the foreman evidently took the position that as long as they had enough coal on the tender to reach the next coaling station it was not necessary to recoal this engine, even though it would be necessary for the fireman to shovel down an excessive amount of coal in order to reach the next coaling station.

After notifying Fireman Manning that if he would not go out with the engine in this condition he would have to call another fireman and after some delay had occurred on account of Fireman Manning refusing to go out, the roundhouse foreman and the hostler took this engine to the coaling dock and had more coal placed on the tender. It appears that the foreman did not tell Manning that he was relieved and that Manning remained on the engine, went around to the yard, and got on to the train, and just as the train was ready to start Fireman Thielen arrived and said that he had been called to go out on this engine. According to the statement of the engineer, even after placing additional coal on this tender for Fireman Thielen, it was necessary to begin pulling down coal at Hodges, which is approximately 20 miles from the next coaling station.

Letters are submitted from Engineer Palen, marked "Exhibit B," statement from Brakeman Flanagan, marked "Exhibit C," and a letter from Master Mechanic Dunkerley, advising of the discipline, marked "Exhibit D."

Committee contends that in view of the provisions of rule 89, the fact that this engine was recoaled for this other fireman who was called to relieve Mr. Manning and the further fact that Fireman Manning remained on this engine until train was ready to leave the town, the charges of refusing service on the part of Fireman Manning had not been sustained and he should be compensated for the time lost under the provisions of rule 131, firemen's schedule.

*Position of management.*—Fireman Manning was regularly assigned to chain-gang service between Glendive and Dickinson, known as the second district of the Yellowstone Division. On February 19, 1921, he was called as fireman for extra east 1821, a stoker-

fired engine, due to leave the roundhouse at 4 a. m., and during the preparatory period, while engine 1821 was standing on the roundhouse lead, Fireman Manning reported to the roundhouse foreman that the engine was not properly coaled. Following a personal inspection, the roundhouse foreman decided that there was no necessity for recoaling the engine, whereupon Fireman Manning stated that he would not go out on this engine until more coal was placed on the tank. The roundhouse foreman then informed Fireman Manning that if that was his position it would be necessary to call another fireman, which was done, and Fireman Manning was held out of service for an investigation.

Fireman Manning was notified of the charges preferred against him for refusing service in accordance with the provisions of rule 131, firemen's schedule, and was instructed to appear for formal investigation held by the master mechanic on February 24. The evidence contained in the transcript of the investigation, a copy of which accompanied the joint statement of fact as Exhibit A, proves conclusively that Fireman Manning was guilty of refusing service and violating transportation rule No. 913, as shown by the following answers given by Fireman Manning to questions asked by the master mechanic during the investigation:

Q. You also told the night foreman that you would not go out on this engine until there was more coal put on the tank?

A. Yes, sir.

Q. In other words, you refused to obey the orders of the roundhouse foreman as per transportation rules governing this?

A. Yes, sir.

Claim is made for removal of the discipline assessed against the personal record of Fireman Manning and pay for time lost, on the ground that he was justified in the action he took in this matter.

Knowing that the matter of Fireman Manning refusing service would be investigated, engine 1821 was recoaled before departure by instructions of the roundhouse foreman for the purpose of ascertaining just how much coal the tank was short and it developed that it required one ton and a half to provide a full tank of coal. Engine 1821 is stoker-fired, the pit on the tank of this engine is 7 feet 3 inches, and the conveyor extends the entire length of the pit, equipped with slides covering the conveyor, which may be removed at will, and the coal capacity of this tank is 16 tons. In accordance with instructions, engines on eastbound trains, Glendive to Dickinson, are recoaled at Beach, an intermediate point 41.5 miles east of Glendive, and our records show that on arrival at Beach on the date in question, it required but 7 tons to provide a full tank of coal on engine 1821. This would indicate that the coal consumption from Glendive to Beach is approximately 7 tons, and this added to the ton and a half which the tank was short at Glendive, would make but  $8\frac{1}{2}$  tons gone out of the tank on arrival at Beach if this coal had not been recoaled at Glendive, or, in other words, there would still have been  $7\frac{1}{2}$  tons of coal left on the tender. The conveyors on stoker-fired engines will handle all of the coal out of the pit of the tank and in addition a large amount of coal will always slide down into the pit from the raised portion of the tank without the fireman being required to shovel down coal.

Rule 89 of the firemen's schedule, which is cited by the firemen in support of their contention, reads in part as follows:

Division officials will endeavor to have engine coaled so as to relieve firemen of shoveling down an excessive amount of coal.

The evidence is conclusive that it would have been unnecessary to shovel down "an excessive amount of coal" within the meaning of the rule if Fireman Manning had made the trip, and there appears to be no justification whatever in the arbitrary attitude assumed by this fireman in refusing service, especially in view of the fact that a stoker-fired engine was used, which requires little manual labor, relatively speaking, as compared with a hand-fired engine. While it is endeavored to have engines properly coaled at all times, if an engine is not coaled to suit the ideas of the fireman it can not be considered sufficient cause for the fireman to refuse service. In any event it was improper to attempt to settle schedule questions, such as were involved in this particular case, while on duty, and if Fireman Manning had any complaint to make there is a regular and orderly way in which he could have taken this matter up with the division officers in authority through his local representative.

It is admitted by the representatives of the firemen that Fireman Manning would not have the right to refuse to perform service merely because in his opinion schedule provisions were being violated. In answer to an inquiry, General Chairman Gorman stated as follows in his letter of June 30, 1921:

Fireman Manning would not have a right to refuse to perform service merely because in his opinion the schedule provisions were being violated. \* \* \*

Local Committeeman Beals, who represented Fireman Manning and was present at the investigation, made the following statement in his letter of February 24, 1921, to the master mechanic:

Fireman Manning said that the engine would either be recoaled or he would not move it until it was recoaled.

As further proof concerning the action of Fireman Manning, the following is quoted from Brakeman Flanagan's letter of February 23:

When Mr. Stubbs told Mr. Manning he couldn't give him any more coal, Mr. Manning remarked that he would have to have it before we left. Then Mr. Stubbs said we will have to call another fireman and got down off the engine.

Also the following statement is made by Engineer Palon, who was in charge of engine 1821, in his letter of February 23, 1921, to the master mechanic:

Mr. Stubbs told Mr. Manning that if he would not go he would call another fireman. Mr. Manning said he would stay there until he filled the tender with coal.

The communications referred to above were submitted by Local Representative Beals in support of the position taken by Fireman Manning and undoubtedly will be presented to the board as documentary evidence. The statements contained therein as quoted above prove conclusively that Fireman Manning did refuse service unless the engine was recoaled. Also Fireman Manning in his own statements during the investigation admits that he refused to obey the instructions of the roundhouse foreman until more coal was placed on the tank.

This matter was discussed with Mechanical Superintendent Zwright, who in turn referred the matter to General Master Mechanics Cutler and Allen—in whose territory there are a number of stoker-fired engines in use—with a view to ascertaining the amount of coal these mechanical stokers will take out of the tank without requiring firemen to shovel down coal, and submitted is a copy of Mr. Zwright's reply, as Exhibit B, and a copy of Master Mechanic Goodman's letter to General Master Mechanic Allen, as Exhibit C. The communication from Master Mechanic Goodman has reference to an observation test made by Road Foreman Mills, who rode engine 1833, a stoker-fired engine, from Duluth to Staples, distance 147.5 miles. McGregor, the station mentioned in the communication, is 70.5 miles west of Duluth and 77 miles east of Staples and a coal dock is located at this point. However, attention is directed to the fact that the crew on engine 1833 did not take coal at McGregor, but ran by this dock, also it will be noted the limited amount of time consumed by the fireman pulling down coal, notwithstanding the fact that 13 tons of coal was consumed on this trip. If 13 tons of coal can be gotten to the conveyor of the stoker with the small amount of work as shown by this observation test, it is not very difficult to surmise how much extra service would have been required of Fireman Manning, providing he had left Glendive on the trip in question, in the way of pulling down coal in view of the fact that the amount of coal used between Glendive and Beach and the amount of coal it was claimed the tank was short at Glendive, added together, would indicate only a maximum of  $8\frac{1}{2}$  tons of coal used out of the tank upon arrival at Beach.

It is the position of the management that Fireman Manning was guilty of refusing service, and considering the arbitrary attitude assumed by Fireman Manning in this case it is felt that he was leniently dealt with in assessing 10 days' actual suspension against his personal record for violation of transportation rule 913.

*Decision.*—Claim denied.

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DECISION NO. 45.—CASE 63.

*Chicago, Ill., December 13, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer J. R. Dean and fireman, Montana Division, for continuous time computed from time of commencing service at Townsend until return to Townsend on dates required to take engine to Helena for repairs; claim for back time covering period March 1, 1920, to October 15, 1920, while assigned to Townsend pusher.

*Joint statement of facts.*—The territory between Townsend and Helena is designated in the time-table as a pusher district. The distance from Townsend to Helena is 33.2 miles, and crews are assigned to this service with home terminal at Townsend. "Records indicate it has been the practice since January, 1915, to which no objections were raised prior to the presentation of this claim, when necessary to send pusher engines to Helena for repairs or wash-

out, the latter being a regularly established terminal for Montana Division crews, to release the pusher crew at Helena, paying them a minimum of 100 miles for all service rendered from time called at Townsend until released at Helena, the crew commencing a new day when again called for service at Helena, after the work on the engine was completed, for the return trip to Townsend for which they were allowed a minimum of 100 miles for service rendered until tied up at Townsend.

This practice continued until October 15, 1920, when instructions were issued that this practice would be discontinued and when necessary to send pusher engines to Helena for repairs or washout that arrangements would be made to change engines at Townsend with the local freight crew assigned to service between Logan and Helena. On December 14, 1920, owing to the exigencies of the service, it was not convenient to change engines with the local crew, and Engineer Dean and fireman, who were assigned to Townsend pusher service, brought their engine to Helena for repairs, and submitted trip slip claiming continuous time from the time of commencing service at Townsend until their return and subsequent release from duty at Townsend, which was allowed as claimed on the regular pay roll.

On January 15, 1921, Engineer Dean presented time slips to cover back payments for himself and fireman from January 1, 1920, to October 15, 1920, for continuous time on account of being tied up at Helena on dates required to take engine to Helena for repairs or washout. The general chairmen representing the engineers and firemen later modified this claim and are now presenting claim for back time covering the period from March 1, 1920, to October 15, 1920.

*Position of committees.*—Through a misunderstanding of the application of schedule rules, engineers and firemen on pusher service between Townsend and Helena did not make claim for continuous time from the time they left Townsend, the home terminal of their assignment, until their return to that point, but permitted the company to automatically release them at Helena where engine was held for repairs, and start a new day upon leaving that point. Claim was presented by Engineer Dean and fireman for back payment on account of being held at Helena from January 7, 1920, to November 27, 1920. The committee is sustaining this claim from March 1, 1920, to November 27, 1920, or from the time that roads were returned to private control. While the company has agreed to assume part of the responsibility for improper payment on account of the position taken by the railroad company with regard to making deductions on account of overpayment of engineers and firemen in this territory, our committee did not feel that they could consistently accept the company's proposal.

It has always been the position of the committees that the company was within its rights to go back and make deductions when overpayment had taken place, but the committees have also contended that they had the same right to go back and collect underpayment due men under the contract where the rules have been improperly applied by the company. And while the company refers to the fact that the schedules provide for a 60-day limit within which grievances may be presented, the organizations have never recognized that this provision

applied to the pay contract. We are submitting letters covering deductions in the pay of engineers and firemen in pusher service on account of overpayment occurring during 1918 and 1919 on Townsend Hill, marked Exhibit C and Exhibit D. We have stated to the railroad company in discussing these claims that we were willing to recognize equal responsibility in this underpayment if they in turn would recognize equal responsibility in this overpayment, but that we did not believe that the door should swing only one way.

In 1919 a somewhat similar case occurred on the Tacoma Division on what was known as the American Lake assignment. This crew was assigned to a combination passenger and freight service and were paid the mixed-train rate for the entire service. After the run had been on for practically eight months, this engine crew made claim for a new day on account of leaving their terminal after the eight-hour period and requested retroactive payments from the date the run was put out. The company then took the position that the run had been improperly paid and that crew should have been paid passenger rates for the time engaged in passenger service and freight rates for the time engaged in freight service, and deductions in the pay of these men were ordered accordingly. After these deductions had been made by the general superintendent, claim was appealed to the assistant general manager at St. Paul and was adjusted on the basis of allowing a minimum day's pay at local freight rates and a minimum day under the 8-within-10-hour passenger ruling in addition to an allowance for switching at the terminals. This called for another readjustment on this run covering the entire period the run had been in operation.

In numerous cases the company has gone back for quite an extended period and made adjustment where it could be shown that men had not been paid in accordance with the schedule rules and on the other hand they have gone back for considerable periods and collected overpayments where men had been paid more than the contract called for. As previously stated, our committee has never questioned the company's right to take away money from the men where through misunderstanding of the rules the men had been overpaid, and we expect that when our men are underpaid by reason of their being unfamiliar with the proper application of a rule covering payment for service performed the company will be as prompt to correct this underpayment as they were to collect the overpayment. While Engineer Dean and fireman are mentioned in this claim, one other engineer and six firemen are involved. The service performed by these men was identical to that performed by Engineer Dean and fireman.

The company contends that while it is a fact that engineers and firemen in pusher service between Townsend and Helena were not handled in accordance with schedule rules governing, that this local arrangement had apparently been satisfactory to the men as well as to the management. The committees have no knowledge of any special agreement covering the practice referred to and the men involved deny any knowledge of an agreement to set aside the provisions of the schedule rules covering payment for this service.

*Position of management.*—The crew assigned to pusher service between Townsend and Helena known as the Townsend pusher is assigned with home terminal at Townsend. At least once a week it is necessary to send this engine to Helena for washout or repairs, and

this practice, records indicate, has been in existence since January, 1915, until it was changed October 15, 1920, to have the regularly assigned pusher crew accompany this engine to Helena on those occasions. Upon arrival at Helena, which is a regularly constituted terminal for Montana Division crews, and is the division terminus, the pusher crew was released from duty, and for the service rendered prior to tying up was allowed a minimum of 100 miles. After repair or washout was completed, the crew was again called for service, returning to Townsend with the engine, for which the crew was compensated as commencing a new day.

From all information available, there is no question that this method of operation was entirely satisfactory to the enginemen prior to the presentation of the claim of Engineer Dean and fireman, as it permitted the Townsend pusher crew to have a regular engine instead of exchanging engines each time the crew was sent to Helena with their engine for washout and repairs and it was to their accommodation as well as the management's that this practice was allowed to continue in effect extending over a period of practically six years. On October 15, 1920, this practice was discontinued and arrangements were made to change engines at Townsend with the local freight crew assigned to service between Logan and Helena which was done to avoid excessive light engine mileage. On December 14, or two months subsequent to the discontinuance of this practice, it became necessary to send Engineer Dean and fireman assigned to Townsend pusher to Helena for engine repairs as for some reason it was not convenient to change engines with the local crew on this date, and for the service performed Engineer Dean presented time slip for himself and fireman, claiming continuous time computed from the time commencing service at Townsend until their return to Townsend, which was allowed as claimed.

On January 15, 1921, Engineer Dean submitted time slips to cover back payments for himself and fireman from January 1, 1920, to October 15, 1920, for continuous time on account of being tied up at Helena for engine repairs, which is supported by the general chairman to the extent that back payments should extend from March 1, 1920, to October 15, 1920, on the ground that this pusher crew should not have been tied up at Helena. While the previous arrangement remained in effect, no protest at any time was entered nor was any claim presented for continuous time, indicating that the practice of tying up the Townsend pusher crew at Helena and holding them until repairs on their engine had been completed was entirely satisfactory to them, but it would appear after the claim on December 14, 1920, was paid and the practice which previously had been in effect was discontinued, the thought occurred to the enginemen that they could collect back payments on the ground that schedule rules had been misapplied, which from the management's point of view is entirely unfair, as it is their understanding each party to a contract is equally responsible for the observance thereof. Paragraph (c), rule 131, and similar rule appearing in the firemen's schedule reads as follows:

Grievances not presented within sixty days shall not thereafter be considered.

This is a general rule and it is the management's understanding the term "grievance" applies to any matter, whether it has to do

with discipline or application of schedule rules involving adjustments in pay which representatives of the organizations may see fit to present for adjustment through the regular channel. The facts in this case indicate Engineer Dean submitted time slips to the superintendent on January 15, 1921, for back pay covering the period between January 1, 1920, and October 15, 1920, or after the lapse of 60 days from the time of rendering service, and under application of paragraph (c), rule 131, the claim for back pay is in default, which was the position taken by the superintendent and sustained by the management in denying the claim. Due to the fact that the practice of tying up the Townsend pusher crew at Helena for repairs to their engine remained in effect for a number of years up to the time of its discontinuance on October 15, 1920, without a protest of any kind having been entered or any claim having been presented, the management feels it is unfair at the present time to expect them to carry the entire burden of the misapplication of schedule rules, for the men certainly were as much at fault as the management. In the decision rendered by Board No. 1, Docket 1764, they stated as follows:

\* \* \* but in the face of this the company continued the same starting time for these crews month after month, and in some cases for over a year and a half; and on the other hand no complaint or protest whatever appears at any time to have been made to the management against the practice at any of the points involved. \* \* \*

The board feels that both parties to this controversy must share the responsibility for letting these improper starting times continue up to the time of the raising of the issue by the committee in case No. 243. But when the issue was raised in that case, the management was put on notice that its practice was protested and it should have known that such practice was clearly in violation of Decision No. 1.

Claim denied.

The attention of the Board is also directed to the decision rendered by Board No. 1 in case 1984 (C. C. C. & St. L. R. R.). It is the position of the management that the claim of Engineer Dean and fireman for back pay is not a legitimate one for the reason that it was not presented within 60 days of the service rendered in accordance with the provisions of paragraph (c), rule 131, quoted, and for the reasons set forth in the decisions rendered by Railway Board of Adjustment No. 1 in Docket Cases 1764 and 1984 which provide that in cases involving misapplication of schedule rules, the employees interested are held equally responsible with the management for the proper observance thereof to the extent of at least calling the management's attention to the misapplication of rules and entering a protest, which was not done in this case.

*Decision.*—At the hearing on this case it was admitted that this crew was assigned between Townsend and Helena on turnaround basis, and should be paid accordingly. While the Board does not understand paragraph (c) of rule 131 is applicable in this case, it was admitted that it was not complied with by either party, and evidence was submitted by the employees showing that deductions had been made from the pay of employees dating back several months; therefore, claim is sustained.

## DECISION NO. 46.—CASE 5.

*Chicago, Ill., December 15, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway Co. (Coast Lines).**

Claim of the organization for 24 cents a day for engine foremen and 17 cents a day for helpers on Gallup coal run from January 1, 1919, to May 1, 1920. This claim is based on the contention of the organization that "Supplement No. 16 to General Order No. 27" was not properly applied.

*Joint statement of facts.*—Prior to the period of Federal control of railways, yardmen employed upon the Gallup coal run were paid as follows: Engine foremen, \$124.50 per month; helpers, \$104.50 per month; for the calendar working days of the month constitute a month's work. Sundays extra at pro rata rates if worked. General Order No. 27 increased these rates to \$153 for foremen and \$136 for helpers, respectively, per month. Under supplement No. 16 to General Order No. 27 the railway company multiply the monthly rate of foreman and helper, upon the Gallup coal run, respectively, by 12 and divided by 313, producing a daily rate for the foremen of \$5.87 and for helpers \$5.21. Prior to the effective date of General Order No. 27 day yardmen employed at Gallup received for work within the Gallup yard 50 cents an hour and helpers 46½ cents per hour, eight hours or less to constitute a day's work. General Order No. 27 and Interpretation No. 1 to that order established daily rates of \$5.20 for day foreman and \$4.94 for day helper. Supplement No. 16 to General Order No. 27 increased the rates of engine foremen within the Gallup yard to \$5.44 per day, and helpers to \$5.11. No increase was given the men employed upon the Gallup coal run.

*Position of committee.*—The contention of the organization is that Interpretation No. 1 to Supplement No. 16 to General Order No. 27, questions 112 and 114 made mandatory upon the railroads the establishment of daily rates in yard service, and we find that this order creates the following rates for yardmen employed upon the Gallup coal run: Engine foremen, \$5.87 per day; helpers, \$5.21 per day; a differential over rates paid men employed within the Gallup yard, who received as follows: Engine foremen, \$5.20 per day; helpers, \$4.94 per day—of 67 cents per day for foremen and 27 cents per day for helpers. Supplement No. 16 increased the Gallup yardmen as follows: Engine foremen, from \$5.20 to \$5.44 per day; helpers, from \$4.94 to \$5.11 per day. We contend that the differentials of 67 cents and 27 cents should have been added to the respective increased rates which would have produced a rate of \$6.11 per day for foremen and \$5.38 per day for helpers on the Gallup coal run; but instead the Gallup coal run rates of \$5.87 and \$5.21 were not increased, and by not having increased these rates or maintained these differentials, the foreman on the Gallup coal run has been deprived of 24 cents per day and the helpers 17 cents per day from March 1 to May 1, 1920.

We maintain that our contentions that these differentials should have been continued is supported by question 113 and answer thereto.

*Position of management.*—That there never has been a “differential” within the meaning of Supplement No. 16 to General Order No. 27 on the Gallup coal run.

*Decision.*—In accordance with the agreement between representatives of the employees and the director general indicated in interpretations issued as a result thereof, the Board decides that the claim of organizations is sustained from March 1, 1920, to May 1, 1920.

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DECISION NO. 47.—CASE 11.

Chicago, Ill., December 15, 1921.

Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway Co. (Coast Lines).

Use of “pay period” under the held-away-from-home-terminal rule, as a service period in connection with deadhead trips and pay one-half time for deadhead service.

*Joint statement of facts.*—The first paragraph of Article XXVII of trainmen’s schedule reads:

Crews deadheading under orders will be allowed one-half regular rates, provided they perform other service on that day; if no other service performed on that day, they shall be paid full rates for one hundred miles. (Under this clause service or deadhead trips will attach to the calendar day on which commenced.)

After the issuance of Supplement No. 25 to General Order No. 27, under which the trainmen were granted a held-away-from-home-terminal rule (Article VIII, Supplement No. 25) the railway company issued the following:

Trainmen’s contract provides that half mileage will be paid to train crews for deadheading when other service is performed on same date. If no other service is performed, 100 miles, full rate, allowed.

If chain-gang train crew is held at the away-from-home terminal eight hours beyond the 16-hour period (and, for which, of course, a minimum of 100 miles must be allowed), and are then called to deadhead, the payment of the eight hours held at the away-from-home-terminal will be considered “other service” in connection with the deadhead movement.

If held less than eight hours over the 16-hour period, which under ruling of February 20 will be paid as an arbitrary allowance inasmuch as less than a minimum day is allowed under such circumstances, this will not be considered “other service” in connection with deadheading. That is to say, under the former circumstances, the crew would be allowed half mileage for deadheading, and under the latter would be allowed 100 miles at full rate.

*Position of committees.*—The organizations protest this method of payment, contending that payments made under the held-away-from-home-terminal rule do not affect deadhead allowance.

*Position of management.*—That it is proper to consider the payment of a minimum day as “other service” in connection with payments under Article XXVII of the schedule.

*Decision.*—The exception in Article XXVII of the conductors’ and trainmen’s agreement as to the payment of full rates for deadheading is based on the performance of other service; in other words, if a crew deadheading under orders performs other service on the same calendar day, only half rates will be paid for the deadheading.

The case before the Board involves a ruling issued by the company under which it declines to pay full time for deadheading be-

cause of payments made under Article VIII, Supplement No. 25, when a crew is held at the away-from-home terminal 8 hours after 16 hours held, while agreeing to pay full rates is held less than 8 hours. Thus time paid for under Article VIII, Supplement No. 25, is classed as *other service* in one case and not in another.

The position of the railway company is not sustained.

#### DECISION NO. 48.—CASE 25.

*Chicago, Ill., December 15, 1921.*

#### Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.

Claim of Conductor Baird, Seattle Division, for continuous time November 28, 1920, for trip in work-train service Auburn to Arlington and return to Auburn.

*Joint statement of facts.*—Conductor Baird and crew were called at Auburn for work-train service, commencing work at 1.30 a. m., November 28, with instructions to handle wrecking outfit from Auburn to Arlington and turn wrecking outfit over to another crew on the Darrington Branch. Crew arrived at Arlington 6.25 a. m., and tied up at 7 a. m., after being on duty 5 hours and 30 minutes, for which they were allowed 10 hours' work-train pay under the application of paragraph (e), rule 14, Article II of conductors' schedule, reading:

Conductors on work-train assignment of less than six (6) days will not be tied up between terminals prior to the expiration of ten (10) hours' service; if tied up prior to ten (10) hours, time for ten (10) hours' service will be allowed.

The wrecking outfit was then handled by another crew on the Darrington branch to pick up wreck, and Conductor Baird was held at Arlington until this work was completed, then being called for service at 10.45 p. m., November 28 to return from Arlington to Auburn with the wrecking outfit and the wrecked cars, arriving and tying up at Auburn at 7.50 a. m., November 29, after being on duty 9 hours and 5 minutes, for which he was allowed 10 hours' pay at work-train rates. Conductor Baird claims continuous time at through freight rates from the time of leaving Auburn until return, computed from 1.30 a. m., November 28 until 7.50 a. m., November 29, or a total of 140 miles and 19 hours 8 minutes' overtime at time and one-half, on the ground that this constituted through freight service and not work-train service, inasmuch as the crew was not actually employed picking up the wreck, and that rule 29, Article III of the conductors' schedule, reading as follows, is applicable:

The following rules agreed to at Chicago, effective April 1, 1908:

(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip can not be completed within the lawful time; and not then until after the expiration of 14 hours on-duty under the Federal law, or within two hours of the time limit provided by State laws if State laws govern.

(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under the individual schedules of the different roads.

(c) When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew; provided the longest period of rest required by any member of the crew, either 8 or 10 hours, to be the period of rest for the entire crew.

(d) A continuous trip will cover movement straightaway or turnaround from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

(e) Road crews tied up under the law will be paid the time or mileage of their schedule from initial point to tie-up point. When such crews resume duty on a continued trip, they will be paid from the tie-up point to the terminal on the following basis; for fifty (50) miles or less or four (4) hours or less, one-half day; for more than fifty (50) miles or more than four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this paragraph does not permit crews to be run through terminals.

(f) Road crews tied up for rest under the law and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor the same as if they had run the train to such terminals.

*Position of committees.*—Conductor Baird was in pool and unassigned service on the Seattle division, Northern Pacific Railway, running first in and first out of Auburn, Wash. He was called for a work train to leave Auburn at 1.30 a. m., November 28, with instructions to handle wrecker outfit to Arlington and on arrival at Arlington to turn wrecking outfit over to another conductor and tie up. After having been tied up 16 hours, Conductor Baird was called for a work train to leave Arlington at 10.45 p. m., November 28, with wrecking outfit and six cars of logs, leaving logs at Everett and wrecking outfit at Auburn. The conductor to whom wrecking outfit had been turned over at Arlington had picked up six cars of logs which had been derailed, brought them to Arlington and turned logs and wrecking outfit over to Conductor Baird for him to handle.

The committee contends that the conductor should not have been called and tagged as being in work-train service when no work-train service was performed, which we believe was done in this instance to evade payment of continuous time. The committee further contends that Conductor Baird did not perform work-train service and that his payment should be made in accordance with the provisions of rule 29, Article III.

*Position of management.*—Conductor Baird and crew were called at Auburn for work-train service, with instructions to handle wrecking outfit from Auburn to Arlington and turn wrecking outfit over to another crew on the Darrington branch. It is the contention of the conductors that this constituted through freight service and not work-train service inasmuch as the crew was not actually employed picking up the wreck, and claim is made for continuous time computed from the time they commenced service at Auburn at 1.30 a. m., November 28 until their return to Auburn at 7.50 a. m., November 29, on account of being tied up at Arlington, an intermediate point, prior to the expiration of 14 hours. Attention is directed to the fact that the call specified work-train service, also that this crew handled the wrecking outfit exclusively on the going trip and returned with it from Arlington to Auburn with the wrecked cars. This was essentially work-train service, and the fact that they were not actually employed in picking up the wreck on the Darrington branch would not in any manner support the contention of the con-

ductor that this automatically classed this service as through-freight and not work-train service. It was not desirable to employ this crew to pick up the wreckage, as it was necessary to return the wrecker to Auburn, the division headquarters, as soon as possible, and in order to facilitate the movement and avoid working the crew in excess of 16 hours they were tied up and released from duty upon their arrival at Arlington. If this crew had been required to remain on duty the full spread of time, the time in service would have amounted to 30 hours and 30 minutes.

Inasmuch as this crew was ordered and called for work-train service to handle the wrecking outfit, it is the contention of the management that paragraph (c), rule 14, Article II of the conductors schedule, quoted in the joint statement of facts, is properly applicable, although it would appear in this instance that the crew was overpaid to some extent. They were allowed 10 hours' pay for movement from Auburn to Arlington, which was proper, as they were tied up at an intermediate point, but on the return trip from Arlington to Auburn, for which they were allowed 10 hours, they should not have been allowed more than the actual time or mileage with a minimum of one day's pay, as they were returned to their home terminal and not tied up at an intermediate point.

The management is not taking issue on the fact that this crew was overpaid under the application of paragraph (c), rule 14, but attention is being directed to the fact merely to outline the proper application of the rule. It is the position of the management that Conductor Baird and crew have already been paid more than they are entitled to under the proper application of paragraph (c) of the rule referred to covering single-day work-train service.

*Decision.*—Claim sustained.

#### DECISION NO. 49.—CASE 27.

*Chicago, Ill., December 15, 1921.*

**Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.**

Claim of St. Paul Division passenger conductors for back pay on runs between Brainerd and Morris, on the basis of one-twenty-sixth of the monthly guarantee, retroactive to June 15, 1920, under the application of rules 1 and 2, article 1, of conductor's schedule.

*Joint statement of facts.*—Rule 2, Article I, conductors' schedule, reads as follows:

(a) Rates for conductors on trains propelled by steam or other motive power: Per mile, 4.67 cents; per day, \$7.235; per month, as shown in rule 1.

(b) One hundred and fifty (150) miles or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

Assigned conductors will not be used on runs other than those to which regularly assigned to make up monthly guarantee.

Assigned conductors used outside their regular assignments will be paid for such service in addition to regular pay at regular rate for service rendered.

A conductor relieving a regularly assigned passenger man will be paid not less than the regular man would have received.

NOTE.—The application of paragraph (f), rule 11, and rule 30 of Article I not changed by this rule.

(c) Passenger conductors will be assigned to cover main line runs exclusively and others for branch line runs, except where a conductor runs on both branch and main line on a continuous trip on same train.

(d) For special passenger service such as president's, general manager's, general superintendent's, superintendents', and other officers' specials, also officers' trains from other lines that are not revenue trains, rate will be for passenger conductors, \$0.0467 per mile, with a minimum of \$7.235 per day; 150 miles or less, 7 hours 30 minutes or less, to constitute a day, overtime at not less than one-eighth of the daily rate per hour.

On runs of 150 miles or less overtime will begin at the expiration of 7 hours 30 minutes; on runs of over 150 miles overtime will begin when the time on duty exceeds the miles run divided by 20.

and the runs in question are tabulated as follows:

#### RULE 1, ARTICLE I.

St. Paul and Brainerd, one single trip per day—monthly guarantee, \$217.

Brainerd and Morris, one single trip per day, except Sunday—monthly guarantee, \$217.

Records show that subsequent to 1900 three crews were assigned to the service as tabulated, alternating on the different runs; the crew reaching St. Paul from Brainerd on No. 12 returns to Brainerd the same day on No. 11, the second day going from Brainerd to Morris, and the third day returning from Morris to Brainerd.

Prior to the date of the conductors' schedule in effect the run between Brainerd and St. Paul on trains 11 and 12 was operated on a turnaround basis, which since has been placed on a straightaway basis, and conductors at the present time are allowed a minimum day at the rate of \$7.235 for each single trip. However, the runs between Brainerd and Morris have always been operated on a straightaway basis and conductors have received compensation on the basis of a minimum day's pay for each single trip.

Trains 11 and 12 between Brainerd and St. Paul are operated daily. The trains between Brainerd and Morris are operated daily except Sunday, and it is the contention of the conductors that the trips between Brainerd and Morris be computed on the basis of one-twenty-sixth of the monthly guarantee of \$217, claiming that this guarantee applies separately to the runs between Brainerd and Morris and between Brainerd and St. Paul.

*Position of committees.*—Prior to the schedule of June 15, 1920, for a long period these runs were operated on a mileage basis, protected by the monthly guarantee, the trip from Brainerd to St. Paul being worked on a round-trip basis and that between Brainerd and Morris on a single-trip basis, which was in violation of rule 2 (c) of Article I.

On June 15, 1920, a new agreement was put into effect between the Northern Pacific Railway and the conductors, which changed the tabulation as it read prior to that time as follows:

St. Paul, Brainerd, and Morris, 20 round trips per month; monthly pay to conductor, \$187.

to read, as it now appears in the present schedule:

St. Paul and Brainerd, 1 single trip daily—minimum monthly guarantee, \$217.

Brainerd and Morris, 1 single trip daily, except Sunday—minimum monthly guarantee, \$217.

The schedules plainly show that in negotiating the present rules governing these runs the tabulation for the main line (St. Paul and Brainerd) and branch line (Brainerd and Morris) were separated, giving each a tabulated minimum monthly guarantee for conductors of \$217.

The committee contends there should be two crews assigned to each set of two runs and, further, that the Brainerd and Morris trips should be paid for in a manner that will provide earnings equal to the amount stipulated, which is the minimum monthly guarantee of \$217. In other words, the daily rate, where trips made are less than 30 in number, should be that produced by dividing the minimum monthly guarantee by the number of assigned trips in each of the tabulated territories.

*Position of management.*—Since 1900 three crews have been assigned to the passenger service as tabulated between St. Paul, Brainerd, and Morris. This service is scheduled as follows:

Train No. 12 leaves Brainerd 5.35 a. m., arrives St. Paul 10.30 a. m.

Train No. 11 leaves St. Paul 7.05 p. m., arrives Brainerd 12.30 a. m.

Trains Nos. 32 and 29 leave Brainerd 12.50 p. m., arrive Morris 6.20 p. m.

Trains Nos. 30 and 31 leave Morris 8.15 a. m., arrive Brainerd 2.10 p. m.

Distance St. Paul to Brainerd, 138.8 miles.

Distance Brainerd to Morris, 118.7 miles.

The crew reaching St. Paul from Brainerd on No. 12 returns to Brainerd the same day on No. 11, which prior to June 15, 1920 (the date of the schedule referred to), was operated on a turnaround basis, the second day going from Brainerd to Morris and the third day returning from Morris to Brainerd, the trips between Brainerd and Morris being computed on a straightaway basis, for which conductors were allowed a minimum day's pay for each single trip.

During revision of the conductors' schedule, the management granted the committee's request to operate trains 11 and 12 between Brainerd and St. Paul on a straightaway basis instead of on a turnaround basis, which became effective June 15, 1920, and at the present time the three conductors assigned to these runs are allowed a minimum day at the rate of \$7.235 for each single trip between Brainerd and St. Paul and for each single trip between Brainerd and Morris.

The only change contemplated in revising the last schedule was for the purpose of placing trains 11 and 12 between Brainerd and St. Paul on a straightaway basis, giving the conductors the benefit of a minimum day's pay in each direction, while under the former practice, when this run was operated on a turnaround basis, the conductors assigned were allowed the actual mileage, amounting to 277.6 miles for the round trip, otherwise there has been no change whatsoever made in the runs or in the number of crews assigned other than to give them the benefit of the extra mileage on trains 11 and 12 by reason of tabulating the trips between Brainerd and St. Paul as single trips.

It is the contention of the conductors that the monthly guarantee applies separately to the runs between Brainerd and Morris and between Brainerd and St. Paul, notwithstanding that the crew conductors are assigned to the four trains as tabulated, and for the

reason that the trains between Brainerd and Morris are operated daily except Sunday are claiming that conductors should be compensated on the basis of one-twenty-sixth or one-twenty-seventh of the monthly guarantee of \$217 for each single trip. This contemplates the establishment of a trip rate, which is not in conformity with the existing schedule rules, as the provisions of Supplements Nos. 16 and 25 to General Order No. 27, which were incorporated in the existing conductors' schedule, eliminated the trip basis of payment. The \$217 as shown in the tabulation of runs merely applies as a minimum monthly guarantee and not as a basis for establishing a trip rate to apply to any certain set or group of runs.

The three conductors assigned to this service make in excess of 30 single trips during the course of each month, and on the basis of a minimum day's pay for each trip the monthly compensation allowed each conductor is in excess of the minimum monthly guarantee of \$217. Inasmuch as the three conductors assigned to the service as tabulated between Brainerd, St. Paul, and Morris are earning in excess of the monthly guarantee, it is the position of the management that there is no additional compensation due these conductors.

*Decision.*—The Board has given consideration to the change made in the tabulation of the runs as shown in the schedules of 1918 and 1920 and believes the language supports the contention of the employees. On the other hand, the railway insists that the change in the tabulation of assignments was made on request of the conductors' committee and was not made with any understanding that it would result in adding a fourth crew to the service in question.

The Board, therefore, remands the case for further information regarding intention of the parties when the change in assignments was made, or for settlement by the committee and the railway.

#### DECISION NO. 50.—CASE 34.

*Chicago, Ill., December 15, 1921.*

#### Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Northern Pacific Railway Co.

Claim of Brakeman A. N. Peterson, St. Paul Division, relative to passenger assignment in effect between St. Paul, Brainerd, and Morris.

*Joint statement of facts.*—The runs in question are tabulated as follows:

Regular assignment of brakemen.	Per day single trip.	Minimum monthly guarantee.	Remarks.
ST. PAUL DIVISION.			
St. Paul and Brainerd.....	1	\$150. 70	Except Sunday.
Brainerd and Morris.....	1	150. 70	

Records show that three crews were assigned to the service as tabulated, alternating on the different runs; the crew reaching St. Paul

from Brainerd on No. 12 return to Brainerd the same day on No. 11, the second day going from Brainerd to Morris, and the third day returning from Morris to Brainerd. Prior to the date of the trainmen's schedule in effect, the run between Brainerd and St. Paul on trains Nos. 11 and 12 was operated on a "turnaround basis, which since has been placed on a straightaway basis, and trainmen at the present time are allowed a minimum day at the rate of \$5.025 for each single trip. The runs between Brainerd and Morris have always been operated on a straightaway basis.

Trains 11 and 12 between Brainerd and St. Paul are operated daily. The trains between Brainerd and Morris are operated daily except Sunday, and as the three crews assigned to this service rotate on the Brainerd-Morris portion of this assignment, one of the crews lays over at Morris each Sunday. It is the contention of the trainmen that the trips between Brainerd and Morris should be computed on the basis of one-twenty-sixth or one-twenty-seventh, as the case may be, of the monthly guarantee for each trip made on the Brainerd-Morris run, claiming that this guarantee applies separately to the runs between Brainerd and Morris and between Brainerd and St. Paul. Claim is based on rule 1, article 1, covering the tabulation of these runs as quoted above, and paragraph (f), rule 10, Article I, reading as follows:

(f) Passenger trainmen will be assigned to cover main-line runs exclusively and others for branch-line runs, except where trainmen run on both branch and main line on a continuous trip on same train.

*Position of committees.*—The schedule in effect prior to September 1, 1920, contained the following rules:

Rule 1. Article I.—

Regular assignment of brakemen.	Number trips per month.		Monthly pay (brakemen).	Monthly mileage.
	S.	R. T.		
ST. PAUL DIVISION.				
St. Paul, Brainerd, and Morris.....		20	\$120.70	3,493

Rule 2 (c) Passenger trainmen will be assigned to cover main-line runs exclusively and others for branch-line runs, except where trainmen run on both branch and main line on a continuous trip on same train.

Effective September 1, 1920, these rules were revised to read as follows:

Rule 1, Article I (as quoted in joint statement of facts).

Rule 10 (f) Passenger trainmen will be assigned to cover main-line runs exclusively and others for branch-line runs, except where trainmen run on both branch and main line on a continuous trip on same train.

The territory between St. Paul and Brainerd is main line and the territory between Brainerd and Morris is main line to Little Falls and branch line Little Falls to Morris. It will be noted under the agreement in effect prior to September 1, 1920, rule 2 (c), quoted, did not apply, for the reason that under rule 1, Article I, the assignment covering all the territory was combined and handled by a pool of three crews. The revised rules upon which this claim is based

eliminate this provision and provide that the assignment of passenger brakemen will be between St. Paul and Brainerd, for which a stipulated guarantee is made, and the regular assignment for brakemen will be to runs between Brainerd and Morris, making one single trip daily, except Sunday, for the monthly guarantee of \$150.70.

Rule 10 (f), quoted prohibits the combining of the main-line assignment between St. Paul and Brainerd with the combination of main-line and branch assignment between Brainerd and Morris. Notwithstanding this fact the old arrangement of manning the trains with three crews in a pool is continued in effect, presumably for the reason that by this operation the service between Brainerd and Morris only costs on the basis of \$130.65 in a 30-day month instead of \$150.70, guarantee named in rule 1, Article I. We contend that under rule 1, Article I, so long as there is service between Brainerd and Morris, it is mandatory upon the officers of the company to operate such service by assigning brakemen to the run daily, except Sunday, and pay the full amount named as a guarantee in the rule, and likewise apply the same principle provided for in the rule to the St. Paul and Brainerd run.

We further contend that rule 10 (f) is being violated by combining main-line and branch-line assignments, and that the three crews that have been compelled to operate in this manner are entitled to be paid for the trips between Brainerd and Morris an amount equal to what they would have received a day had they been assigned exclusively between Brainerd and Morris daily, except Sunday, and also that in the future crews be assigned as provided for in rule 1, Article I.

*Position of management.*—Since 1900, three crews have been assigned to passenger service, as tabulated, between St. Paul, Brainerd, and Morris. This service is scheduled as follows:

Train No. 12 leaves Brainerd 5.35 a. m., arrives St. Paul 10.30 a. m.

Train No. 11 leaves St. Paul 7.05 p. m., arrives Brainerd 12.30 a. m.

Trains Nos. 32 and 29 leave Brainerd 12.50 p. m., arrive Morris 6.20 p. m.

Trains Nos. 30 and 31 leave Morris 8.15 a. m., arrive Brainerd 2.10 p. m.

Distance St. Paul to Brainerd, 138.8 miles.

Distance Brainerd to Morris, 118.7 miles.

The crew reaching St. Paul from Brainerd on No. 12 returns to Brainerd the same day on No. 11, which prior to September 1, 1920 (the date of the schedule referred to), was operated on a turnaround basis, the second day going from Brainerd to Morris and the third day returning from Morris to Brainerd, the trip between Brainerd and Morris being computed on a straightaway basis, for which brakemen were allowed a minimum day's pay for each single trip.

During the revision of the conductor's schedule the management granted the committee's request to operate trains 11 and 12 between Brainerd and St. Paul on a straightaway basis instead of on a turnaround basis, which became effective June 15, 1920, and later the same concession was made to the brakemen effective with their schedule of September 1, 1920. At the present time the brakemen of the three crews assigned to these runs are allowed a minimum day at the rate of \$5.025 for each single trip between Brainerd and St. Paul

and for each single trip between Brainerd and Morris, under rules 2 and 3, Article I, of the trainmen's schedule, reading as follows:

Rule 2. Rates for trainmen on trains propelled by steam or other motive power; Flagmen and brakemen, per mile, \$.0333; per day, \$5.025; per month, \$150.70.

Rule 3. One hundred and fifty (150) miles or less (straightaway or turn-around) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

At the time the present schedule was agreed to, trains 11 and 12, running between Brainerd and St. Paul, were retabulated as straight-away runs, paying trainmen on each run a minimum of 150 miles, in lieu of the previous method of paying them on the basis of a continuous trip; otherwise there has been no change whatsoever made in the runs or in the number of crews assigned other than to give them the benefit of the extra mileage on trains 11 and 12 by reason of tabulating the trips between Brainerd and St. Paul as single trips. It is the contention of the trainmen that the monthly guarantee applies separately to the runs between Brainerd and Morris and between Brainerd and St. Paul, notwithstanding that the three crews are assigned to the four trains as tabulated, and for the reason that the trains between Brainerd and Morris are operated daily except Sunday, they are claiming that brakemen should be compensated on the basis of one twenty-sixth or one twenty-seventh of the monthly guarantee of \$150.70 for each single trip. This contemplates the establishment of a trip rate, which is not in conformity with the existing schedule rules, as the provisions of Supplements Nos. 16 and 25 to General Order No. 27, which were incorporated in the existing trainmen's schedule, eliminated the trip basis of payment. The \$150.70 shown in the tabulation of runs merely applies as a minimum monthly guarantee and not as a basis for establishing a trip rate to apply to any certain set or group of runs.

The trainmen in support of their contention also cite paragraph (f), rule 10, Article I, of the trainmen's schedule, quoted in the joint statement of facts. Attention is directed to that portion of the rule referred to reading as follows:

Except where trainmen run on both branch and main line on a continuous trip on same train,

which is applicable to the runs in question, and therefore the assignment is legitimate. The run from St. Paul to Brainerd is main-line territory, therefore trains 11 and 12 are exclusively main-line trains. The trains between Brainerd and Morris operate over partly main-line and branch-line territory on a continuous trip, i. e., the main line extends from Brainerd to Little Falls and from Little Falls to Morris is branch-line territory. Exhibit A, sketch of the territory covered by these trains, is submitted with this case. The trainmen assigned to this service, in excess of 30 single trips during the course of each month and on the basis of a minimum day's pay for each trip, make in excess of the monthly guarantee of \$150.70. Inasmuch as the brakemen assigned to the service as tabulated between Brainerd, St. Paul, and Morris are earning in excess of the

monthly guarantee, it is the position of the management that there is no additional compensation due these men.

As previously stated, three crews have been assigned to the service as tabulated since 1900. The trainmen are now requesting that an additional crew be placed on this assignment, claiming that for the reason these runs are tabulated as single trips that the management is obligated to assign a crew to each tabulated run. The object of this is to confine the assignment of two crews to the runs between Brainerd and Morris and force the management to pay the guaranteed monthly compensation for 26 or 27 days, as the case may be, denying the company the privilege of connecting this assignment with the assignment of trains 11 and 12 between Brainerd and St. Paul, which has been in effect since 1900.

No attempt has been made to deprive trainmen of constructive mileage, but, to the contrary, in agreeing to tabulate the runs between Brainerd and St. Paul on a straightaway basis this has resulted in compensation for miles not run. It is the contention of the management that they are not obligated to place four crews on these runs as requested.

*Decision.*—The Board has given consideration to the change made in the tabulation of the runs as shown in the schedules of 1918 and 1920 and believes the language supports the contention of the employees. On the other hand, the railway insists that the change in the tabulation of assignments was made on request of the trainmen's committee and was not made with any understanding that it would result in adding a fourth crew to the service in question.

The Board, therefore, remands the case for further information regarding the intention of the parties when the change in assignments was made, or for settlement by the committee and the railway.

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#### DECISION NO. 51.—CASE 40.

*Chicago, Ill., December 16, 1921.*

#### Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Atchison, Topeka and Santa Fe Railway Co. (Coast Lines).

Request of S. S. Servis, conductor, Albuquerque Division, for removal of 25 demerit marks assessed against this record account demeritment at Quirk, N. Mex., January 24, 1920.

*Position of Committees.*—The organizations contend that this accident was not caused by fast running, and that excessive speed to which the accident is attributed by the officials is not borne out by the testimony of the men involved. We further contend that because this crew at one time intended to go to Rito for No. 3 and later changed their mind about doing so and decided to back in at Quirk, has no bearing on the accident, and believe it unfair for the officials to assume crew was making excessive speed because they intended to go to the next station for No. 3, but prior to the accident decided to and did change such intention.

We contend that the accident was caused either by the brake lever becoming disconnected, or by the broken truck frame which contained an old crack, and that neither the intention the crew had

of going to Rito nor the fast running with which the conductor is charged caused this accident, and therefore, contend that the discipline was unjust and request it be removed. The organizations also contend that because the discipline in this case was assessed by the railroad officials (March 2, 1920) two days after the roads were returned to private operation and control, for an accident that occurred January 24, 1920, during Federal operation, that no case in fact existed against the Government and that Board of Adjustment No. 1 had no jurisdiction, and that it is a matter to be disposed of by the United States Railroad Labor Board.

*Position of management.*—First, that as the accident occurred and the investigation was held and discipline issued during Federal control and prior to March 1, 1920, the case is not properly before the Train Service Board of Adjustment for the Western Region; second, that the demerits were merited because of Mr. Servis's violation of rules—first, in violation of speed limit, and, second, for signaling the engineer to go to Rito against a limited passenger train when it is admitted time was too short to do so—either of which infractions warranted the discipline assessed.

*Decision.*—This dispute not having arisen out of occurrences subsequent to February 29, 1920, the Board is without authority, and the case is therefore remanded for lack of jurisdiction.

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#### DECISION NO. 52.—CASE 50.

*Chicago, Ill., December 17, 1921.*

#### **Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Los Angeles & Salt Lake Railroad Co.**

Question as to the proper computation of mileage in determining the number of crews that should be assigned to bring the mileage within the limit of 3,200 to 3,800 miles.

*Joint statement of facts.*—This company has crews assigned to helper service at several points working under agreement effective April 1, 1921, section 13 of which reads as follows:

In making additions or reduction in the number of crews assigned to helper service exclusively, Article XLIII, firemen's schedule, shall govern.

Article XLIII of the firemen's schedule referred to is identical with Article XI of the Chicago joint agreement, with the exception that section (f) is eliminated in Article XLIII of the firemen's schedule. At the point in question, San Bernardino, Calif., there are several assigned helper crews who work exclusively in helper service and several engine crews on the extra board who do extra work in either helper or through freight service. For the month of June, 1921, regular assigned crews made a total of 19,438 miles; for the same period extra crews in extra helper service made a total of 8,617 miles. The total for all crews in helper service was 28,055 miles. The organizations contend that the total of 28,055 miles should be used to determine the number of regular assigned crews in helper service. The management contends that only the mileage made by regular assigned crews and extra crews relieving assigned

crews should be used to determine the number of regular assigned crews in helper service.

*Position of committees.*—The Chicago joint agreement has been in effect on this road since February, 1915, and applicable to all unassigned and pool service, except helper service, and on April 1, 1921, the mileage regulation contained in the agreement became effective in this service. It has always been the practice and considered proper to compute all mileage made in unassigned and pooled service by assigned crews together with all mileage made by extra men in making additions to the assignments.

*Position of management.*—Rules for helper service, engineers and firemen, effective April 1, 1921, a copy of which, for the convenience of the board, is submitted with this case and marked Exhibit A. Article XLIII of the firemen's schedule is identical with Article XI of the Chicago joint agreement between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Engineers, as revised at Cleveland on May 4, 1918, with the exception that paragraph (f) of the joint agreement is eliminated in Article XLIII of the firemen's agreement. Accompanying the exhibit is a copy of the firemen's agreement effective November 1, 1920, and for the convenience of the board we quote below Article XLIII:

Section 1. When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district, under the following conditions:

First. That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; those in assigned, pooled or chain-gang freight or other service paying freight rates are averaging the equivalent of 3,200 miles per month; on the road extra list are averaging the equivalent of 2,600 miles per month or those on the extra list in switching service are averaging 26 days per month.

Second. That when reductions are made they shall be in reverse order of seniority.

Section 2. When hired engineers are laid off on account of reduction in service they will retain all seniority rights; provided they return to actual service within thirty days from the date their services are required. This rule also applies to firemen.

Section 3. Engineers taken off under this rule shall be returned to service as engineers in the order of their seniority, and as soon as it can be shown that engineers in assigned or extra passenger service can earn the equivalent of 4,000 miles per month; in assigned, pooled, chain-gang or other regular service paying freight rates the equivalent of 3,800 miles per month, or in extra service the equivalent of 3,000 miles per month.

Section 4. In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger service, and 3,200 and 3,800 miles for other regular services, as provided herein. If, in any service, additional assignments would reduce earnings below those limits, regulation will be effected by requiring the regular assigned man or men to lay off when the equivalent of 4,800 miles in passenger or 3,800 miles in other regular service has been reached.

Section 5. Under this rule it is understood that after all engineers who have been taken off have been returned to service as engineers, this rule shall not apply with respect to further additions.

NOTE.—In making reductions and replacing firemen upon the service lists the same mileage shall apply as in the case of engineers.

The controversy between the committee and the management is, what mileage shall be used in determining the number of crews that should be assigned under the provisions of section 4 of this article, the committee contending that all mileage made in helper service,

both by assigned and extra crews, should be figured, while the management contends that only the mileage made by assigned men in helper service, plus the mileage made by extra men while relieving assigned men, should be used to determine the number of crews that should be assigned, giving due consideration to the 3,200 minimum and 3,800 maximum of section 4. At the present time, at San Bernardino, Calif., we have five assigned helper crews and there are generally four to five extra crews who are used to relieve assigned men in helper service, to relieve pool freight men in road service; also to do any extra work in either road or helper service when pool freight or helper men are not available. The number of extra men used in extra helper service varies greatly from time to time, as, under normal business ordinarily on Mondays and Tuesdays there will be no extra men used in helper service, while it frequently happens that on Saturdays and Sundays as high as four or five crews are used, and to grant the request of the committee that all mileage made by these extra men in extra helper service be figured in the assignment and crews assigned accordingly would result in the company frequently being compelled to pay so-called dead days on account of the crews not being used on a calendar day as per section 7 of the helper rules reading as follows:

Enginemen assigned to helper service exclusively shall be allowed a minimum of 100 miles at the rate applying on locomotive last used for each calendar day on which no service was begun; enginemen booking for rest on any day on which no service was begun and rest covers a period beyond 10.30 p. m., this section shall not apply.

As an example of how the company is now being penalized in following out the provisions of sections 7 and 13 of the helper rules, the following is a list of the crews used in helper service from August 1 to 10, inclusive:

August 1, three assigned crews, one dead day paid.

August 2, five assigned crews.

August 3, five assigned crews, two extra crews.

August 4, four assigned crews, one extra crew, one dead day.

August 5, five assigned crews.

August 6, five assigned crews.

August 7, five assigned crews.

August 8, four assigned crews, 1 dead day paid.

August 9, five assigned crews.

August 10, four assigned crews, 1 dead day paid.

It will be noted that during this period, which was during rather light business, there were only three extra crews used in extra helper service, and there were four days on which an assigned crew received payment for 100 miles for which no service was rendered.

*Decision.*—In this case the management contended that when section 13 of Article XXVII was formulated they objected to figuring the mileage in helper service the same as in freight service. On the other hand, the committee contended that helper mileage should be figured the same as in freight service.

It was shown in the hearing before the board that if the mileage is figured the same as in freight service, the company will be obliged to pay for unearned service owing to the daily guarantee rule in helper service. Also that if the company does not provide a suffi-

cient number of assigned helper crews they suffer through payment of constructive mileage to pool crews used in this service.

It is the opinion of the board that the company and the men should confer and endeavor to reach a mutually satisfactory arrangement for operating the helper service. The case is therefore remanded for 90 days.

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DECISION NO. 53.—CASE 51.

*Chicago, Ill., December 17, 1921.*

**Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen v. Northern Pacific Railway Co.**

Claim of Engineer Goheen and Fireman Moreau, Rocky Mountain Division, for additional payment of 100 miles in assigned pusher service May 17, 1920, under the application of rule 65 and paragraph (b), rule 66, engineers' and firemen's schedules.

*Joint statement of facts.*—Engineer Goheen and Fireman Moreau were regularly assigned to pusher service between Garrison and Blossburg. On May 16, 1920, while engaged in this service, their engine broke down and it was necessary to take it to Helena for repairs, for which they were allowed one day in their pusher assignment and 5 hours and 10 minutes' overtime. In addition thereto, 100 miles, plus 12 constructive miles, was allowed for the trip to Helena, as this required them to go outside of their regular pusher district. On May 17 this crew was deadheaded to their home terminal at Garrison, for which they were allowed 100 miles, plus 6 constructive miles. In addition thereto, 100 miles is being claimed on account of not being used in their regular assignment in pusher service on May 17. Claim is based on rule 65 and paragraph (b), rule 66, engineers' and firemen's schedules, reading as follows:

Rule 65. Except in cases of unavoidable interruption to traffic, men on assigned runs will be paid for every working day, provided they hold themselves in readiness to perform any required service as engineers (firemen); overtime to apply to the trip on which made.

Every working day means the number of days in the calendar month that runs are carded for or engines are supposed to work.

NOTE.—Payments under the provisions of this rule will be for the full mileage or hours of the assignment, but will not include any overtime that may be made which is not part of the assignment.

NOTE.—Engineers (firemen) in regularly assigned service will not be used in other service where other engineers (firemen) who are entitled to the service are available.

Rule 66 (b). Deadhead time will be paid, actual miles or hours, whichever is the greater, and computed separately from other allowances, not less than one hundred (100) miles will be allowed if no other service is performed. This to apply to all deadhead service, except regular crews assigned to relief work, commonly called "dog-catcher" service. Time of crews regularly assigned to such service will be computed continuously.

*Position of committees.*—Under the provision of rule 66, paragraph (b), deadhead payments are computed separately from other allowances, and it is not permissible to combine deadhead payments with other service in order to make up the guarantee. In this particular case had Engineer Goheen and Fireman Moreau been used in their assignment upon their arrival at Garrison they would have

been paid the actual mileage of their deadhead trip in addition to not less than the guarantee of their assignment on this date. Had this crew been released on arrival at Garrison from the deadhead trip and later used in their assignment, then they would have been entitled to 100 miles for the deadhead trip in addition to the guarantee of their assignment for the day's work.

The note under rule 65 applies to a condition where it is necessary on account of other firemen being unavailable to use a fireman in assigned service for service other than his regular assignment, and in such cases it is agreed that assigned firemen may be so used, providing they are not paid less than they would have earned in their assignment. This was not intended to apply to a case where it would be necessary to deadhead a fireman to his assignment and would not permit using a deadhead payment to make up the guarantee of the assignment. The attention of the Board is directed to decision of Adjustment Board No. 1 on case No. 647, which the committee believes covers a similar situation.

*Position of management.*—On May 16, 1920, Engineer Goheen and Fireman Moreau were allowed 1 day and 5 hours 10 minutes' overtime at time and one-half for service rendered in their regular assignment to pusher service between Garrison and Blossburg, and an additional 100 miles plus 12 constructive miles for the trip from Blossburg to Helena outside their defined helper district for taking their engine to Helena for repairs. On May 16 this crew was deadheaded from Helena to their home terminal at Garrison, for which they were allowed 100 miles plus 6 constructive miles, or a total of 106 miles, and on account of not being used in their regular pusher assignment May 17, after completion of the deadhead trip, claim is made for an additional 100 miles. Representatives of the engineers and firemen cite paragraph (b), rule 66, of their schedule in support of their contention that deadhead service should be considered separate and apart from the regular assignment and should not be used to offset the guarantee in their regular service.

It is the contention of the management that Engineer Goheen and Firemen Moreau are not entitled to pay for an additional 100 miles on May 17 and that paragraph (b), rule 66, referred to, has no bearing other than to prescribe the proper allowance that should be made for deadhead service. This crew rendered no service in their regular assignment on May 17, therefore, under the above rule they were entitled to not less than a minimum of 100 miles for deadheading. If this crew had entered pusher service after completion of the deadhead trip, under the above rule they would receive only the actual miles or hours for the deadheading, computed separately from other allowances. It can not be consistently argued that the proper application of the schedule rules governing would entitle this crew to more compensation in this instance than they would have received had they actually rendered service in their regular assignment on May 17.

It has always been the position of the management that deadheading constitutes service within the meaning of the rule, which is substantiated by the fact that overtime at three-sixteenths of the daily rate is allowed when the time in service exceeds the miles run

divided by  $12\frac{1}{2}$ , the same as in any other freight service. Attention is also directed to the language of paragraph (b), rule 66. Rule 65, quoted in the joint statement, provides in part as follows:

Except in cases of unavoidable interruption to traffic, men on assigned runs will be paid for every working day, provided they hold themselves in readiness to perform any required service as engineers (firemen).

If a crew is not used on a certain day in their regular assignment, the company is at liberty to use this crew in other service under the application of the above rule, providing other men entitled to the service are not available and the earnings in such other service may be used to offset the guarantee in their regular assignment for that day. The rule referred to fully substantiates the position of the management that Engineer Goheen and Fireman Moreau are not entitled to the additional compensation claimed for the reason that they received compensation for the deadhead service rendered on this date equivalent to the guarantee in their regular assignment.

*Decision.*—Claim sustained.

## ORDERS IN RE DOCKETS.

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### IN RE DOCKET 404.

*Chicago, Ill., September 16, 1921.*

**Order Relating to Petition of the Pennsylvania System Requesting the Labor Board to Vacate and Set Aside Decision No. 218, Entitled "Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pennsylvania System."**

*Nature of the proceeding.*—This case is before the Labor Board on a written application filed by the Pennsylvania Railroad in behalf of itself and its subsidiary and affiliated lines, known as the Pennsylvania System.

In this application two principal questions are raised: (1) The action of the Board in extending the national agreements is attacked; and (2) the Board is asked to vacate and set aside its decision rendered in this cause as of July 26, 1921, No. 218, and to decide and declare certain propositions in accordance with the carrier's contentions as hereinafter set out.

*Extension of the national agreements.*—While the question of the extension of the national agreements is not dealt with in Decision No. 218, and no relief is asked by petitioner in connection with said matter, the statement of petitioner's objections to the Labor Board's action therein makes it appropriate for the Board to restate the facts and reasons upon which the Board's action was based.

In order that the matter may be understood by the public and those interested without recourse to matter heretofore fully explained and set out in previous decisions, a somewhat full recital is necessary.

The obvious and declared purpose of Congress in adopting the labor section and title of the Transportation Act, 1920, was to preserve, protect, and promote uninterrupted traffic and transportation, and to avoid any interruption to the operation of any carrier growing out of disputes between the carrier and its employees and subordinate officials. It faced and knew the history of the country, knew such interruptions had repeatedly occurred growing out of such disputes, and it knew that even more general and disastrous interruptions then threatened. It undertook to establish a tribunal or tribunals to settle such disputes, to indicate means and methods of settlement, and, if possible, to prohibit and prevent such interruptions. It created the Railroad Labor Board and directed the method by which such disputes should be settled, and how and when they might be brought before the Board.

By mandatory and express language in section 301 of the Transportation Act, Congress declared it to be the duty of "all carriers and their officers, employees, and agents to exert every reasonable

effort and adopt every available means (strong and all-embracing language) to avoid any interruption to the operation of any carrier growing out of any dispute between the carrier and the employees or subordinate officials thereof."

It declared and directed that all such disputes should be considered and *if possible* decided in conference between representatives designated and authorized so to confer by the carriers or the employees or subordinate officials directly interested in the dispute. It is positively provided that "if any dispute *is not* decided in such conference, it *shall* be referred by the parties thereto to the Board which under the provisions of this title is authorized to hear and decide such dispute." Language could not be made more clear and mandatory.

In section 307 it is made the positive duty of the Labor Board, on the application of the chief executive of any carrier or organization of *employees* or *subordinate officials*, or upon a written petition signed by not less than 100 unorganized employees or subordinate officials directly interested, to receive for hearing and with due diligence decide *all such disputes not decided* as provided for in section 301, that is, by a conference between the representatives of the parties.

To restate then, it is plain that Congress intended to demand and require that if possible there should be no interruption of traffic by reason of these disputes between carriers and their employees; that it should be the positive duty of the parties interested to confer through their representatives and settle such disputes *if possible*, but it did not stop there. It directed that if they could not be or *were not* thus settled, then the parties *should refer* them to the proper board for decision. If not thus settled, either because a conference was held and they did not agree or because one of the parties refused to enter such a conference, then either party could bring it before the Labor Board, and it was made the positive duty of this Board to receive for hearing and to decide any such dispute *which had not been so decided or settled*.

Under this law and under conditions more fully recited in Decisions Nos. 2 and 119, the disputes involved in Dockets 1, 2, and 3 were brought before the Labor Board. To that case the Pennsylvania Railroad and its subsidiary and affiliated lines were parties, and they appeared and were heard through their selected representatives from time to time, and at such lengths as they desired. At the opening of the hearings on that case, the representatives of the carriers took the position that only the question of wage increases should be passed on, and that that question only was before the Board, because on that alone had the proper conferences been held and the Board was informed that the carriers had given notice—

That the matter of continuing national agreements, interpretations thereof and general orders and all other arrangements negotiated between the United States Railroad Administration and the so-called standard recognized labor organizations shall be handled by negotiation between the management and employees of each individual railway. (Decision 119, p. 2.)

It was further stated that "this recommendation" had been conveyed to all the member roads of the Association of Railway Executives.

Accordingly, the organizations arranged for the presentation, about May 1, 1920, to each carrier of a request for the continuance of the national agreements, etc. Such requests were thereafter made on each carrier. Conferences on the requests were denied by the officers of the carriers in general on the ground that the matter had been referred to the Labor Board for decision.

Evidences of such requests made to various carriers and their refusals were filed with the Board, including requests to the Pennsylvania Railroad and its subsidiary and affiliated lines. Whether the proper efforts were made by the representatives of the employees to have these conferences is now immaterial in view of the subsequent events. At any rate, applications were filed by representatives of the employees bringing the dispute before the Board.

For reasons fully set out in Decisions Nos. 2 and 119, the Board in Decision No. 2 decided only the dispute as to wages then before it, and reserved for further hearing, action, and decision all questions relating to rules and working conditions, and the adoption, extension, and perpetuation of the national agreements, rules, and working conditions in force under the authority of the United States Railroad Administration, and, pending such further consideration and ultimate decision, the Board continued the national agreements, rules, etc., in force as a *modus vivendi*. This decision was accepted, acquiesced in, and acted under, so far as we are informed, by practically all the parties before the Board.

Such a decision was obviously necessary because the Board had not had time to hear, and the parties had not had opportunity to present, their evidence and views on these questions, and of necessity there had to be known rules under which the men could work and the increases provided for in Decision No. 2 be applied.

But the dispute as to the adoption and continuance of the national agreements was before the Board on the applications filed and certifications made by the representatives of the employees for an adoption or continuation of the national agreements. The Board could not render its final decision for the reasons stated at the time Decision No. 2 was rendered, and, as they were the rules and working conditions then in force, obviously they could not be well terminated without a decision or bringing on an industrial war which Congress had sought to prohibit. After some delay, not the fault of the Board, a date for the further hearing on this dispute was set for January 10, 1921, and all the parties interested were further heard at great length.

On behalf of the executives, including the Pennsylvania System, there was submitted much evidence and argument intended and tending to show that the national agreements, orders, etc., were unfair, unjust, and unduly burdensome.

On January 31 the chairman of the labor committee of the Association of Railway Executives, a vice president of the Pennsylvania System, appeared before the Board and urged that it at once take action, and, among other things, decide and declare the national agreements, etc., terminated; that the question of reasonable rules and working conditions be remanded to negotiations between each carrier and its own employees; and that, as a basis for such negotiations, the agreements, rules, and working conditions in effect as of December 31, 1917, be reestablished.

Here was a clear recognition—if any were needed—that the Board had jurisdiction and was dealing with the subject of rules and working conditions, and the Board was requested by the representatives of the carriers, including the Pennsylvania System, to put in force rules existing prior to December 31, 1917, as a basis for negotiation, from which it appears that the carriers also realized there must be some authorized set of rules in existence and in force to govern the parties until new rules could be adopted, either by agreement or a decision of the Board.

On February 9, 1921, the Labor Board made an announcement declining to grant the requests made at that time and continuing the further hearing.

After a further hearing the Board on April 14, 1921, rendered and issued its Decision No. 119.

It decided in accordance with the contention of the representatives of the carriers that the dispute should be referred for further conferences and negotiations between the separate and several carriers and the representatives of the employees. The Board denied the contention of the representatives of employees for an indefinite extension of the national agreements, orders, etc., of the Railroad Administration, and refused to decide, as had been requested by representatives of the employees, that those rules were just and reasonable. It decided that it was not advisable to terminate at once its direction contained in decision No. 2 for a temporary continuance of the national agreements, rules, etc., as it said such a course would leave many carriers and their employees without any rules regulating working conditions, and that if the Board should keep the directions in decision No. 2 in effect until the agreements should be arrived at, it was possible that agreements might never be reached. It therefore decided that the direction of the Board in decision No. 2, extending the rules and working conditions and agreements in force under the authority of the United States Railroad Administration, should cease and terminate July 1, 1921; that in the meantime the representatives of the carriers and of the employees should confer, beginning the conferences at the earliest possible date, and endeavor to decide as much of the dispute between them as possible. It further directed that the conferees should keep the Board informed of the final agreements and disagreements to the end that the Board might know prior to July 1, 1921, what portion of the dispute had been decided. It reserved the right, under certain conditions to terminate its direction as to the extension of the national agreements, rules, and working conditions beyond that date. It announced that it would promulgate such rules as it determined just and reasonable as soon after July 1 as was reasonably possible, and make them effective as of July 1, 1921.

The Board was then assuming that all the parties would in good faith endeavor to meet and confer as the Board had directed, and as the Transportation act enacted by Congress required. It assumed that this would be done promptly, and the matters of difference submitted to the Board. The Board retained jurisdiction of the whole matter and proceeded with the hearings, and further evidence and arguments were submitted by all the parties to the dispute.

On June 27, 1921, the Board finding that in some instances the carriers and employees parties to the dispute had reached an agreement on rules, but in a considerable number of instances there remained certain rules upon which no agreement had been reached, while in others conferences had not yet begun, deemed it necessary to make a further order, and did on that date (June 27) issue Addendum No. 2 to Decision No. 119 in which it directed, among other things, that, in lieu of any other rules not agreed to in conferences held, the rules established by or under authority of the United States Railroad Administration should be continued in effect until such time as rules were considered and decided upon by the Labor Board.

It was the judgment of the Board that this was proper and necessary, especially in view of the fact that in many instances, on account of disagreement of the parties as to how and with whom such conferences should be held, no such conferences had been held as the statute required and as the Board had directed. It was thought necessary in the interest of industrial peace that the Board should make this extension and give the parties additional time in which to comply with the orders of the Board and provisions of the statute.

Among other carriers which had not held conferences directed by the Board and which had failed to report the negotiations, agreements and disagreements, was the Pennsylvania Railroad and its system of affiliated carriers. Disputes in regular form had been filed with and submitted to the Board on behalf of the Railway Employee's Department, A. F. of L., Federated Shop Crafts, against the Pennsylvania System, and also against the same road by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. It was in the dispute filed by the Railway Employees' Department, A. F. of L., resulting in Decision No. 218, that complaint was made. On behalf of complainants in that case it was claimed in substance, that they represented the majority of the shop crafts and had the right under the Transportation Act and the decision of the Board to a conference and to negotiate a contract for the classes of men they represented on that railroad and its affiliated lines.

In this connection it should be further stated that even prior to the Federal administration, various carriers had in some instances entered into written agreements or contracts duly signed which were negotiated with labor organizations representing employees in which rules were adopted and conditions prescribed that were to govern special class or classes covered by the contracts. In other instances negotiations were held and agreements reached which were not formally signed, but which were promulgated by the management to govern the employees, but which were none the less contracts. In still other instances, rules were verbally negotiated and adopted by practice.

During the Federal administration the national agreements were negotiated, entered into and signed by the Director General and certain labor organizations representing certain classes of employees. On many roads there were employees who did not belong to labor organizations. On some roads there were separate and distinct organizations between which there were conflicting claims and ques-

tions of jurisdiction. That is, some of the employees in a certain class were found to be members of one organization, while some of the same class of employees would belong to another and distinct organization, which separate organizations did not cooperate or affiliate but had open and frequent conflicts and contentions. Some of these disputes had been brought before the Board. It was obvious that the nature and necessity of the matter required on any particular road, at least on any division, that the rules and working conditions governing a particular class—as for instance, section men—should be uniform. One set of rules could of course not be prescribed for the members of one organization, and another and different set for the members of another organization. In other words, two different sets of rules and working conditions could not well be negotiated and applied to the same class or classes of employees on the same road or division.

*Principles promulgated in Decision No. 119.*—In order to facilitate the conferences, promote early agreements, and expedite as early a settlement of these matters as possible, the Labor Board adopted as a part of Decision No. 119 certain principles and regulations which it directed should govern the parties in these negotiations—among others, Principle 15, which reads:

The majority of any craft or class of employees shall have the right to determine what organization shall represent members of such craft or class. Such organization shall have the right to make an agreement which shall apply to all employees in such craft or class. No such agreement shall infringe, however, upon the right of employees not members of the organization representing the majority to present grievances either in person or by representatives of their own choice.

The Transportation Act, 1920, had plainly and expressly recognized these labor unions and organizations as representatives of the employees which were to be dealt with by the carriers and the Board. The act made no distinction as between organizations; hence, the Board could make none and does make none. But it had to recognize the rights of each separate class as the “parties directly interested,” as under the act the employees directly interested had the right to select their own representatives. This could only be secured by the voice of the majority of that class.

It must therefore be obvious that the principle adopted was in pursuance of the directions and spirit of the act, and was fair, just, reasonable, and necessary.

*Directions in Decision No. 218.*—The Pennsylvania Railroad System Federation No. 90 of the Railway Employees’ Department, A. F. of L., in petition to the Labor Board claimed that it represented a majority of the shop crafts on the Pennsylvania System and had the right under the orders of the Board and the Transportation Act to represent the employees and to conduct and conclude the negotiations as to rules affecting them, and that this right had been denied and was refused them by the management. It was to assert and, through the decision of the Board, procure this right that the dispute which was decided in Decision No. 218 was brought before the Board. Both sides were granted a full hearing.

It appeared that both parties, to an extent recognized the requirements of the Transportation Act and the rules adopted by the Board to carry out that act. It was recognized by both that

it was proper or necessary to ascertain by a vote of the employees who were or should be the representatives "designated and authorized" to conduct the conferences and negotiations.

The parties in conference failed to agree on a method and each adopted a plan and held a separate election of its own. Each side reported a different result and made conflicting claims and charges. This was the dispute decided by the Board in its Decision No. 218.

The Board, in substance, held that both sides were to some extent in error and that neither election was entirely fair and legal. The Board directed another election to be held under a plan and rules adopted and promulgated by the Board. It subsequently came to the attention of the Board that objection was made to the method of holding the election, because it provided for a ballot that was not secret. The Board immediately, on its own initiative, issued Addendum No. 1 to said decision, authorizing the parties to provide a secret ballot.

The Board desired to give the parties greater liberty, believing, if good faith were observed by all, that there should be no real difficulty in securing an honest and fair election, and thus ascertaining the real wishes of the employees.

In Decision No. 218, bearing date of July 26, 1921, it was directed that a conference of the carrier and the representatives of the class of employees concerned, organized and unorganized, be held on or before August 10, 1921, to complete arrangements for said election. On August 10, the last day of this period, the carrier asked for a 15-day extension thereof. This request was promptly granted by the Board. The time having been fixed in the first place to enable both parties to hold said conference and arrange for said election, the extension of time was granted for the same purpose. It appears, however, that the time so granted has not been used for the purpose intended, that the conference directed has not been held, and that no steps have been taken to enable the employees to select their representatives as required by the law and ordered by the Board. On the contrary, the entire 30 days have been consumed by the carrier in the active promulgation of propaganda, at an enormous expense to its stockholders, in which the issues involved in this controversy have been misstated and the action and position of the Railroad Labor Board grossly misrepresented.

As the end of the 30 days granted by the Board approached, the carrier filed its application to the Board to vacate and set aside Decision No. 218. In this application the carrier says, in effect, and in its outside propaganda in express words, that it will not abide by the decision of the Board in this matter, unless said decision sets the seal of its approval on the carrier's conduct.

The open attacks of the carrier on the Labor Board and on the law which created it, shall, in no wise, affect the Board in its effort to give calm and just consideration to the carrier's petition, because matters of great moment to the public and to the carriers are involved.

It may be as well to state in this connection, once for all, that the Railroad Labor Board can not be swerved from what it considers a just and legal course by the hostile printed propaganda of dissat-

ified carriers or by the continued threats of labor strikes that are made before it.

The Transportation Act is regarded by thoughtful men as the greatest forward step that has ever been taken in any country to preserve industrial peace. The plain, primary purpose of Congress was to protect the public from the financial disaster, physical suffering, and general demoralization that would result from the interruption of railroad traffic and transportation. Secondly, the act was intended to save both labor and capital from such calamities.

That the time has come when the complex industrial and social system of this great and populous country must be guaranteed all the immunity possible from traffic and transportation disturbances, is beyond all question. If the Transportation Act does not provide such a guaranty, the public will find means, legal and constitutional, that will.

The Labor Board has been gratified by the cooperation it has received, as a rule, from both carriers and employees in its difficult task of aiding the transition of the country's great transportation systems from a war basis to one of peace, with the least possible conflict.

The Board, however, recognizes the right of any party to a controversy before it to take such legal measures as it may deem desirable to protect itself from any injustice that might be imposed by the action of the Board.

The statement of the proceedings above set out, all of which is beyond question, fully shows that a dispute to which this carrier was a formal party and in which it appeared and was heard at length was properly before the Board.

*Points in petitioner's application.*—The grounds set out in the petition for the vacation of Decision No. 218 will now be considered seriatim.

1. The protest of the carrier against the extension of the national agreements.

This point has hereinbefore been disposed of.

2. The right of the Board to adopt the principles set out in Decision No. 119 and in other decisions, for the guidance of carriers and employees, is questioned.

It is a settled principle of law that under a remedial act, as this is, even where not expressly given, sufficient powers are implied to enable the purposes of the act to be accomplished. But in this instance the power is expressly given in the language of the statute, namely, "The Labor Board may make regulations necessary for the efficient execution of the functions vested in it by this title."

In the adoption of the rules promulgated in these several decisions, the Board was making "regulations necessary for the efficient execution of the functions vested in it," regulations to accomplish the purposes of the act, to promote and make practicable, if possible, the proper conferences provided for in the act, and to establish regulations and conditions that would lead to a settlement of disputes and prevent the interruption of traffic.

The Transportation Act makes it the duty of the Board to establish fair and reasonable rules and working conditions. In its Deci-

sion No. 119, directing the parties to confer and negotiate rules and working conditions, in order to indicate some principles by which the Board would be governed in the settlement of disputes and in order to thus facilitate agreements and induce more prompt settlements, the Board set out and adopted certain principles that should govern, and which it indicated would be the basis of its decision and action. As an example, it provided among other principles the following: "3. The management having the responsibility for the safe, efficient, and economical operation, the rules will not be subversive of necessary discipline," and "13. The health and safety of employees should be reasonably protected."

If the Board is compelled, as it is by the Transportation Act, to decide what are just, fair, and reasonable rules and working conditions, certainly it was within its power to indicate to the parties some of the principles which should govern.

It is not claimed by petitioner that any of the principles set out in Decision No. 119 for the guidance of carriers and employees in negotiation of rules has worked any injury to petitioner, nor does petitioner disclose any connection whatever between its criticism of these principles and the matters at issue in the pending dispute.

3. An attack or criticism is made on the statement in the decision that "there is no question of the closed or open shop involved in this dispute and no other real matter of principle. The question involved is merely one of procedure."

As will be observed, this statement was made in reply to the contention of the carrier that previous action of the Board tended to establish the closed shop.

In the application before the Board, it is said with much emphasis that the carrier takes direct issue with the Board on this subject. The carrier avers that the Board has no power or right to set up its judgment or opinion against the carrier, that dissatisfaction with mere matters of procedure should not be "tortured into a 'dispute' within the purview of the act," and that a question of mere procedure could in no sense be a dispute.

In this the petitioner loses sight of the fact that the Transportation Act provides that any and all disputes between the carrier and its employees shall be brought before this Board for settlement, unless otherwise adjusted. Questions of procedure are not excluded.

It certainly was a very acute dispute, and the position of the carrier practically was that it had the sole right to proceed in its own way in the selection of the delegates who were to represent the employees; that it, and it alone, had the right to prescribe the plans and conduct the proceedings and be the sole judge of the results; and that any judgment, opinion, direction, or regulation by the Board was an uncalled for and unauthorized interference with the prerogatives of the carrier. The mere statement of its position would seem to carry its own answer. It must be evident to everyone that if this practice should prevail, there would be no real conferences, no liberty of action left to the employees, and that there could be no real negotiation and settlement of matters in dispute.

4. The carrier announced it to be its intention and purpose to follow its own plan to decide upon the qualifications of the employees who were to vote, and avers that it has the right to pre-

scribe and limit the qualifications of employees as to their voting by eliminating those not in actual service at the time, although they may be still on its rolls as employees, but simply laid off or furloughed at the time of election.

This is a question that was not raised at the original hearing and the Board did not have the benefit of the views of either party thereon.

The carrier further denies the power of the Board to prescribe any methods as to the selection of representatives, and questions the correctness of the Board's action in prescribing the rule for ascertaining the representative capacity of the spokesmen of unorganized employees.

This is likewise a matter that was not presented at the original hearing.

The carrier also asserts the right to limit the representatives to be selected by the employees to persons who are in the actual employment of the carrier.

The Transportation Act does not prescribe any such limitation. We know of no law in this country which prevents or limits a man in selecting his own representative, and this Board has certainly no power to prescribe a limitation which the law does not, and has no disposition to do so.

As has been repeatedly pointed out, when the Transportation Act was passed, Congress knew of and obviously had directly in view the labor conditions existing on the transportation lines and the previous history of labor troubles.

It knew of the labor union and organizations, their history, growth, purposes, and nature. It knew that negotiations as to rules and working conditions and as to disputes had in the past been largely conducted on behalf of the employees by these organizations, and that their officials, committees, agents, and employees were peculiarly fitted and qualified to conduct these negotiations; that it would be difficult and unsatisfactory for individual employees or even small groups of employees in the face of these conditions to conduct negotiations and settle disputes; and that an attempt to do so and to ignore such organizations and the acquired and vested rights of the members thereof might lead to industrial war. No one can doubt that these matters were known to and considered by Congress, and with these matters before Congress, it is to be noted as most significant that Congress provided only three methods, or only three classes who were authorized to bring disputes before the Board: (a) The chief executive of any carrier; (b) the chief executive of any organization of employees or subordinate officials; and (c) 100 or more unorganized employees.

The organizations are repeatedly and expressly recognized in the act and shown to have the right to represent the employees in these matters.

Of the hundreds of disputes brought before this Board probably less than five have been brought by and for unorganized employees. It seems useless and even stupid to argue and discuss this phase. But we want to make it plain that Congress contemplated that the organizations would largely represent the employees, and made it the imperative duty of the Board to hear them.

This presents the real crux of the controversy in this case. Here was an organization to which many, if not a majority, of the employees in the shop craft class of this company belonged. It is strongly insisted that a majority of this class on this road desired and had authorized this organization to represent them in the conferences and negotiations to be held. For reasons and motives that are immaterial to this Board, it is evident that the management was not willing, if it could be avoided, that this organization, its officials, agents, and committees should represent these men, and it evidently formed its plans to prevent this if it could. Anyway, it was unwilling to agree, or did not agree, with this organization on a plan to fairly ascertain the wishes of this class of employees on the road. Both of the contending parties adopted and carried out their own separate plans, both of which were held by this Board to be faulty and unfair. The Board endeavored to prescribe a plan and method that would fairly obtain and accurately express the wishes of the majority of the employees of this class. This decision the carrier rejects and refuses to abide by, and arrogates to itself the sole function and power to decide these matters. If a majority of this class of employees on this road has an absolute right under the law to select their own representatives—and this is the clearly expressed will of Congress—this Board in its proceedings and decisions must obey the mandate of Congress. If the carrier refuses, it is an attack not so much on this Board as on Congress. It is nothing more or less than a denial and repudiation of the sovereign will of the United States as expressed by Congress.

If the members of any class wish to join a union they have that right. If they desire to remain out or leave such a union at any time, they have that right. If they or a majority of any class want a union or its officers to represent them, they have that right. If they, whether union men or not, want other individuals to represent them, they have that right. Neither this Board nor the management of the Pennsylvania System has the right by any kind of plan or movement to dictate as to who shall be their representatives. Any attempt to do so is an unauthorized assumption of power.

5. The carrier states in its petition that it has been its policy to establish and maintain employee representation since the termination of Federal control.

The carrier's policy in this regard embraces no element of originality, as employee representation is exactly what the Transportation Act provides. In that the carrier dealt with the four transportation brotherhoods, without cavil or evasion, recognizing their representatives without question or friction, it is entitled to due credit. The same policy pursued with the shop crafts would have wrought the same beneficent results.

6. Section 6 of the petition contains a somewhat vague statement to the effect that the employees' representatives have recently signified their approval of the agreements negotiated with carrier.

If this be true, it is worthy of consideration.

7. The carrier states that the agreements it has entered into with employees of the shop crafts are in full force and effect, that the parties have acquired mutual rights thereunder, and that their abrogation by this Board will work a great injury to both carrier and employees.

This claim contains no merit. If the carrier, in violation of law, hurriedly entered into alleged agreements with a minority of the shop craft employees, over the protest of a majority, it can not complain at the result of its own actions.

8. The carrier suggests that the employees who are not parties to the alleged contracts and who do not want to be bound by them may invoke the aid of the Board.

The carrier in this suggestion ignores the statutory right of the employees in the first instance to a voice in the making of said agreements.

On the question as to the legal right of the carrier to establish rules and working conditions, the Board refers to its discussion of this subject as contained in Decision No. 224, and adopts as part of this decision the statements therein made and conclusions therein arrived at. We think that opinion demonstrates that it is the duty of the Board to prescribe what are fair, just, and reasonable rules and working conditions for the parties without regard to their strict legal rights, and that if each party is allowed to insist upon its strict legal rights, as defined by the decisions of the Supreme Court of the United States prior to the enactment of the Transportation Act, it would be impossible for them to reach agreements, except the agreement to disagree and separate and thus, in effect, demoralize the transportation system of the country.

The purpose of the Transportation Act was to enable the parties to meet in conference, and when unable to compose their differences, for the United States Railroad Labor Board to prescribe conditions under which they should act. It is pointed out in the decision above referred to that there are two possible views as to the present state of the law on this subject: One is that the decisions of this Board are merely persuasive with only a moral obligation resting upon the parties; the other is that Congress in the exercise of paramount police power necessary for the preservation, safety, and progress of the country, has, as to these common carriers and their employees, for the benefit of the public, limited the exercise of their hitherto unquestioned legal rights in such matters. But, as stated in that decision, whatever view may be taken, the duty of the Labor Board remains the same; that is, to decide what is just, fair, and reasonable as between the parties and the public.

*Order.*—It is the order of the Labor Board that the carrier's request for an oral hearing of its petition shall be granted for the purpose of permitting the carrier to present its views on the following matters:

1. The question as to what employees, if any, not in the actual and active service of the carrier, such as men laid off, furloughed, or absent upon leave, shall be permitted to vote in the election of representatives to negotiate agreements on rules and working conditions.

2. The question of how the representative capacity of the spokesmen of unorganized employees shall be ascertained.

3. The carrier will be permitted to offer such evidence as it may see fit of the adoption or ratification of its shop craft rules by the

representatives of said crafts fairly selected by a majority of the employees of that class.

Said hearing is set for 10 a. m., Monday, September 26, 1921.

The Board declines to grant a hearing upon the other questions raised in carrier's petition, for reasons hereinbefore set out.

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#### MEMORANDUM IN RE DOCKET 845.

*Chicago, Ill., October 25, 1921.*

#### **Memorandum Relating to the Threatened General Strike of Train and Engine Service Employees and Telegraphers.**

Friction has arisen between practically all the Class I carriers of the United States and their train and engine service employees and telegraphers, represented by the following organizations:

Brotherhood of Locomotive Engineers.

Brotherhood of Locomotive Firemen and Enginemen.

Brotherhood of Railroad Trainmen.

Order of Railway Conductors.

Switchmen's Union of North America.

Order of Railroad Telegraphers.

One of the principal causes of this trouble lies in the fact that said carriers have notified certain of the executives of said organizations that it is the purpose of the carriers to apply to the United States Railroad Labor Board for a further reduction in wages, additional to that ordered July 1, 1921.

The proper consideration of the conditions surrounding the matters now pending before the Railroad Labor Board should remove any immediate occasion for strife between the carriers and said organizations of employees growing out of a possible reduction in wages by the Labor Board. The conditions referred to are as follows:

Since the organization of the Labor Board, a little more than 18 months ago, more than 2,000 cases involving disputes between carriers and employees have been filed with the Board. More than 700 of these disputes have been disposed of and many others have been heard and not yet decided. The Board has been deluged with cases involving minor grievances which would not have been sent here to congest its dockets had the carriers and their employees cooperated in the establishment of adjustment boards, as provided in the Transportation Act, 1920.

Three questions of paramount importance have been before the Board: (1) The wage increase of 1920, (2) the wage reduction of 1921, and (3) the adoption of new rules and working conditions. Each of these matters has necessarily consumed a great amount of time. Each of them involved all the Class I carriers and every individual of every class of their employees in the United States.

The two wage controversies were disposed of, but during the entire pendency of both the revision of rules and working conditions has been pending and is now only well begun. The Board has been justly urged by the carriers to complete its consideration of the rules and to hand down its decision. The Board's unavoidable

able delay in disposing of this question has subjected it to criticism by the public and restive complaint upon the part of the carriers.

The Board has heretofore issued two decisions embracing shop-craft rules. The remainder of the shop-craft rules are still pending, and the disputed rules of other classes of employees have not yet been touched.

No more difficult and complex question can ever arise before this Board than that of the revision of the rules governing the working conditions of any class of railway employees. It requires an immense amount of time and painstaking work. It is the judgment of the Board that as a matter of procedure it would be unwise, and as a matter of policy, unjust, to discontinue the consideration of rules and working conditions and enter into a prolonged hearing of an application to reduce wages at this time.

It is not within the province of the Labor Board to shut the door in the face of either carrier or employee desiring to submit a dispute to the Board, or to dictate the time when such dispute shall be filed. It is, however, within the discretion of the Board to fix the order in which it will take up and consider the numerous matters submitted to it.

In this aspect of the matter, it should be of material help to the carriers and their employees to understand the status of the Board's work as above set out and its plans in regard thereto.

It will thus become apparent that the employees who are protesting against a further wage cut are crossing bridges long before they can possibly get to them, and that carriers can not hasten a wage reduction by applying for it at this time.

The attitude of the Labor Board in this matter must not be misunderstood. It is not affected by the threat of a strike. It had adopted several weeks ago the policy of making everything else secondary to the consideration of the controversies over rules and working conditions, but with the ordinary number of unavoidable digressions, and even with the greatest diligence, it will require considerable time to complete the decision of rules.

Another factor that demands the highest consideration is the fact recognized by both carriers and employees that the questions of wages and working rules are inextricably interwoven. Many of the rules and working conditions governing the employees have a money value, and it would be difficult to give satisfactory consideration to the question of wages until the rules and working conditions to which the wages would apply are definitely fixed and known.

In view of the foregoing considerations, it is the purpose of the United States Railroad Labor Board that the submissions of carriers and employees on rules and working conditions shall be completely disposed of as to any particular class of employees before a hearing is had on any question of wages affecting said class of employees on any carrier covered by Decision No. 147.

The rules governing any class of employees will be deemed to have been completely disposed of when the Board has passed upon all the submissions affecting said class, either by a decision of disputed rules or by referring them back to a conference of the carrier and employees.

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## CUMULATIVE INDEX-DIGEST.

### A. DIGEST OF DECISIONS.

[Each paragraph is numbered consecutively for the purpose of making an index reference; numbers so used have no relation to any numbers used in connection with decision. The reference "(I. R. L. B., 13)" following the subcaption "1a. McHugh et al. v. Carriers," indicates Vol. I, Railroad Labor Board Decisions, p. No. 13.]

**1a. McHugh et al. v. Carriers. (I. R. L. B., 13.)**

Application for hearing made after employees had left the service of the carriers. *Decided:* That applicants were not adopting every available means to avoid interruption to the operation of the carriers, and that no showing was made that applicants were employees of any carrier. Application dismissed. (Decision No. 1.)

**2a. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (I. R. L. B., 13.)**

Request for increased wages and changes in rules and working conditions. *Decided:* That certain increases in wages shall be added to the rates established by or under the authority of the United States Railroad Administration, and that no changes shall be made in the rules, regulations, and working conditions now in effect. (Decision No. 2.)

**3a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al. v. American Railway Express Co. (I. R. L. B., 29.)**

Request for wage increase and changes in rules and working conditions. *Decided:* That certain increases in wages should be added to the rates of pay in effect 12.01 a. m., March 1, 1920, and that consideration of request for changes in rules, regulations, and working conditions be deferred. (Decision No. 3.)

**4a. Lighter Captains' Union, Local 996, Brooklyn, N. Y., v. Baltimore & Ohio Railroad System et al. (I. R. L. B., 33.)**

Request for wage increase for lighter captains of nonself-propelled railroad-operated lighters and covered barges in the port of New York. *Decided:* That certain increases in wages shall be added to the rates in effect 12.01 a. m., March 1, 1920. By mutual consent of the parties to the dispute, no consideration was given to changes in rules and working conditions. (Decision No. 4.)

**5a. Order of Railroad Telegraphers et al. v. Bangor & Aroostook Railroad. (I. R. L. B., 35.)**

Request for wage increase and changes in rules and working conditions. *Decided:* That certain increases in wages shall be added to the rates established by or under the authority of the United States Railroad Administration, and that no changes shall be made in the rules, regulations, and working conditions now in effect. (Decision No. 5.)

**6a. American Train Dispatchers Association v. International & Great Northern Railway. (I. R. L. B., 40.)**

Application for reinstatement of train dispatcher with pay for time lost. *Decided:* That train dispatcher failed to observe current operating rules. Request of employees denied. (Decision No. 6.)

**7a. American Train Dispatchers Association v. International & Great Northern Railway. (I. R. L. B., 40.)**

Request for reinstatement of train dispatcher with pay for time lost. *Decided:* That train dispatcher was relieved from duty with instructions to report to superintendent, and, failing to do so and accepting service with another carrier, he automatically terminated his service with the International & Great Northern Railway. Request for reinstatement to service denied. (Decision No. 7.)

- 8a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Delaware, Lackawanna & Western Railroad.** (I, R. L. B., 40.)

Dispute in connection with bulletined position which had not been awarded to employee holding seniority. *Decided:* That on the evidence submitted, the employee involved had sufficient fitness and ability to justify an opportunity to qualify for the position in accordance with rule 10 of the national agreement. (Decision No. 8.)

- 9a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Lehigh Valley Railroad.** (I, R. L. B., 41.)

Request of freight office employees for annual vacation with pay. *Decided:* That Supplement No. 7 to General Order No. 27 and interpretations thereto, and the national agreement between the Director General of Railroads and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees do not change past practice in regard to vacations. Request of employees denied. (Decision No. 9.)

- 10a. **Brotherhood of Locomotive Engineers et al. v. New York Central Railroad Co. (West of Buffalo).** (I, R. L. B., 41.)

Request for rule to cover deadhead service. *Decided:* That one-half pay shall be allowed, except for freight trains, on which full pay shall be allowed. If not used out of terminal within six hours after arrival, one day's pay shall be allowed. Time for deadheading on freight trains to commence when required to report for duty. (Decision No. 10.)

- 11a. **Brotherhood of Locomotive Engineers et al. v. New York Central Railroad Co. (West of Buffalo).** (I, R. L. B., 42.)

(1) Request for new method of computing compensation covering switching at final terminal. (2) Request for additional compensation for handling passenger equipment trains. (3) Request for additional compensation for time after engine is placed on designated track at terminal. *Decided:* That no change shall be made at this time. (Decision No. 11.)

- 12a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (I, R. L. B., 42.)

Request for reinstatement of chief clerk with pay for time lost. *Decided:* That employee in question did not exercise proper supervision over the affairs of the office, and was generally neglectful and careless in the performance of the duties of the position. Request of employee denied. (Decision No. 12.)

- 13a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, express and Station Employees v. American Railway Express Co.** (I, R. L. B., 43.)

Request for reinstatement with pay for time lost. *Decided:* That employee in question was careless, neglectful, and indifferent in the performance of his duties. Request for reinstatement denied. (Decision No. 13.)

- 14a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (I, R. L. B., 43.)

Request for reinstatement with pay for time lost account alleged irregularity in handling checks and accounts. *Decided:* That the employee in question was generally careless and neglectful in the performance of his duties. Request for reinstatement denied. (Decision No. 14.)

- 15a. **Petition of the Abilene & Southern Railway for Rehearing on Decision No. 2.** (I, R. L. B., 43.)

Application for rehearing on Decision No. 2. *Decided:* That the records of the Labor Board show the petitioner to have been properly certified for hearing, and that no protest had been made by the Abilene & Southern Railway or by anyone in its behalf prior to the publication of Decision No. 2. Petition for rehearing denied. (Decision No. 15.)

- 16a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).** (I, R. L. B., 44.)

Demotion of clerk, account of alleged failure to qualify for the position of junior division clerk in accordance with rule 10 of the Clerk's National Agreement. *Decided:* That employee failed to report for duty at the expiration of leave of absence, and thereby automatically separated himself from the service of the carrier. Request of employee denied. (Decision No. 16.)

- 17a. Petition of the Order of Railroad Telegraphers for Rehearing on Decision No. 2.** (I, R. L. B., 44.)

Application for rehearing on Decision No. 2. *Decided:* That the Labor Board is not inclined to reopen a decision after it has held a public hearing on the dispute involved and published a decision thereon. Application denied. (Decision No. 17)

- 18a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Louisville & Nashville Railroad Co.** (I, R. L. B., 45.)

Request for reinstatement of employee with pay for time lost. *Decided:* That employee in question abstracted from the superintendent's record room certain papers which were a part of the records of the carrier. Request for reinstatement of employee denied. (Decision No. 18.)

- 19a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Lines (Texas Lines).** (I, R. L. B., 45.)

Request for pay for time lost due to sickness. *Decided:* That in the absence of a rule in the existing agreement relative to allowance of pay for time lost by a clerical employee of the Houston general shops due to sickness the carrier is the judge as to whether such allowance should be made. Request denied. (Decision No. 19.)

- 20a. National Organization Masters, Mates and Pilots of America et al. v. Northwestern Pacific Railroad Co. et al.** (I, R. L. B., 46.)

Request for wage increase for employees on railroad operated floating equipment in the port of San Francisco. *Decided:* That the wages in effect are just and reasonable. Request denied. (Decision No. 20.)

- 21a. Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.** (I, R. L. B., 46.)

Claim of engineer and fireman for refund of money deducted from their pay to cover alleged overpayments allowed for excess mileage for service performed in operating rotary snowplow. *Decided:* That payment for operating rotary snowplow shall be made in the same manner as the engine crew which was used to push the plow. Claim of employees is sustained. (Decision No. 21.)

- 22a. Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.** (I, R. L. B., 47.)

Claim of engineer, fireman, conductor, and brakeman for refund of money deducted from their pay to cover alleged overpayments allowed for time tied up in the previous month. *Decided:* That inasmuch as unassigned snowplow service has heretofore been paid under freight rules, the precedent thus established shall not be changed. Claim of employees is sustained. (Decision No. 22.)

- 23a. Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.** (I, R. L. B., 47.)

Claim of conductor and brakemen for refund of money deducted from their pay account ruling of the carrier which placed unassigned snowplow service in same category as work-train service. *Decided:* That inasmuch as unassigned snowplow service has heretofore been paid under freight rules, the precedent thus established shall not be changed. Claim of employees is sustained. (Decision No. 23.)

- 24a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 48.)

Claim of conductors and brakemen for runaround account regular freight crew assigned to another district being used in temporary or unassigned snowplow service on the district to which the men mentioned were assigned. *Decided:* That inasmuch as unassigned snowplow service has heretofore been paid under rules applicable to through-freight service, claim of the employees is sustained. (Decision No. 24.)

- 25a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 49.)

Claim of conductors and brakemen for runaround account yard crew being sent out on main line to bring section men to terminal. *Decided:* That yard crew was used in case of emergency within meaning of rule governing case. Claim denied. (Decision No. 25.)

- 26a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 49.)

Claim of conductors and brakemen, regularly assigned to passenger service, for pay for time lost due to termination of their assignment by the carrier. *Decided:* That service was discontinued by proper notification. Claim of employees denied. (Decision No. 26.)

- 27a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 50.)

Claim of conductor and brakemen, regularly assigned to passenger service, for pay from April 15 to 25, 1920, covering a period of time when no trains were run account snow blockade. *Decided:* That inasmuch as the assignments of these employees had not been canceled until April 26, 1920, claim of the employees is sustained. (Decision No. 27.)

- 28a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 51.)

Claim for time lost by brakemen assigned to regular crew while waiting for the conductor to report for work. *Decided:* That inasmuch as these employees were not called in their regular turn, they are entitled to such runarounds as occurred after they reported for service. (Decision No. 28.)

- 29a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 51.)

Claim of engineer and fireman for continuous time while tied up at a station where on this occasion eating and sleeping accommodations could not be secured. *Decided:* That inasmuch as eating and sleeping accommodations could ordinarily be secured at this station, the claim of the employees for continuous time is denied. (Decision No. 29.)

- 30a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 51.)

Claim for time under the provisions of a rule which provides for payment to crews for time tied up at a station where it was alleged that eating and sleeping accommodations could not be secured. *Decided:* That inasmuch as eating and sleeping accommodations can ordinarily be secured at the station in question claim for time held is denied. (Decision No. 30.)

- 31a. *Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co.* (I, R. L. B., 52.)

Controversy with regard to abolishing a freight terminal. *Decided:* That the carrier was within its rights in abolishing Denver and establishing Tolland as a freight terminal. Contention of employees denied. (Decision No. 31.)

- 32a. *Brotherhood of Locomotive Engineers et al. v. Interstate Railroad Co.* (I, R. L. B., 52.)

Request for reinstatement with pay for time lost for employees dismissed account being absent without permission. *Decided:* That the Labor Board did not have jurisdiction of the dispute, due to the fact that it occurred before the passage of the Transportation Act, 1920. (Decision No. 32.)

- 33a. Brotherhood of Locomotive Engineers et al. v. Spokane & Eastern Railway & Power Co. (Inland Empire R. R.) et al. (I, R. L. B., 53.)**

Question of jurisdiction of the Labor Board over interurban electric railways not operating as a part of a general steam railroad system of transportation. *Decided:* That the Labor Board has no jurisdiction over any of the carriers named in this decision. Application for further hearing dismissed. (Decision No. 33.)

- 34a. Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co. (I, R. L. B., 58.)**

Controversy over proper application of rules which the employees claim provide a guarantee in mine-run service at all stations where such service is maintained. *Decided:* That the rules in question clearly provide a guarantee of 100 miles, or one day's pay, for each calendar day no service is begun by assigned crew in mine-run service, and makes no exception or reference to any particular station. Rule applies to all stations and claim of employees is sustained. (Decision No. 34.)

- 35a. Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad Co. (I, R. L. B., 58.)**

Claim for pay at passenger rates for time lost by conductor while waiting for his caboose after he had filled a temporary vacancy in regular passenger service. *Decided:* That conductor is entitled to pay for regular passenger service while awaiting arrival of his caboose at terminal when he was permitted to resume duty. This decision shall not be applied to any date prior to date of this specific claim. (Decision No. 35.)

- 36a. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad Co. (I, R. L. B., 59.)**

Request for reinstatement and pay for time lost by fireman who had been dismissed by the carrier for refusing service when requested to make an extra helper trip. *Decided:* That employee acted within his rights by giving timely notice of a desire for rest. Request for reinstatement with pay for time lost is sustained. (Decision No. 36.)

- 37a. American Federation of Railroad Workers v. New York Central Railroad Co. (West of Buffalo), and Railway Employees' Department, A. F. of L., v. New York Central Railroad Co. (West of Buffalo). (I, R. L. B., 60.)**

Question of jurisdictional dispute between the American Federation of Railroad Workers and the Railway Employees' Department, A. F. of L., based on conflicting agreements governing car department employees. Both organizations claim their respective agreement should govern. *Decided:* That both agreements shall be considered in effect as covering the employees represented respectively by these two organizations. (Decision No. 37.)

- 38a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (I, R. L. B., 61.)**

Question of seniority rights of matrons under the provisions of the Clerks' National Agreement. *Decided:* That the position in question is not within the exceptions shown in rule 1, Article I, of the Clerks' National Agreement. Employee shall be allowed to exercise rights within the seniority district in which the position is included. (Decision No. 38.)

- 39a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway Co. (I, R. L. B., 62.)**

Application of Clerks' National Agreement to certain positions in the general office which the carrier considered personal office force. *Decided:* That certain positions listed in the decision shall be classified as personal office force, and that others also listed in the decision shall not be so designated. (Decision No. 39.)

- 40a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Terminal Railroad Association of St. Louis. (I, R. L. B., 64.)**

Application of hostler helpers' rate as specified in Decision No. 2 to employees engaged in assisting inside hostlers. *Decided:* That there is nothing in the evidence which would indicate that the employees in question are hostler helpers. Claim of employees denied. (Decision No. 40.)

**41a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Hocking Valley Railway Co. (I, R. L. B., 65.)**

Claim for 10 cents per hour increase made under the provisions of Decision No. 2 for certain coal-bunk laborers engaged in assisting bunk men in dumping coal from cars to pit, rewinding the drop bottoms of cars, cleaning out cars, and keeping premises clean. *Decided:* That application by the carrier of an 8½-cent increase per hour was proper under the provisions of Decision No. 2. Claim of employees denied. (Decision No. 41.)

**42a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Boston & Maine Railroad. (I, R. L. B., 65.)**

Claim by the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers for compensation, under the rules of the national agreement which provide for the payment of services performed outside of the regular work period, for employees who are required to punch time clocks on their own time. *Decided:* That time consumed in punching clock is not covered by rules in the national agreement. Claim of employees is denied. (Decision No. 42.)

**43a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 31.)**

Controversy regarding reinstatement and 30-day trial of division clerk. *Decided:* That employee should have accepted work when reporting, in accordance with agreement referred to. Request for reinstatement is denied. (Decision No. 43.)

**44a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway. (II, R. L. B., 32.)**

Dispute in connection with bulletined position not awarded to employee holding seniority. *Decided:* That employee in question has sufficient fitness and ability; therefore, he should be allowed an opportunity to qualify for position in accordance with rule 10 of the clerks' agreement. (Decision No. 44.)

**45a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Boston & Maine Railroad. (II, R. L. B., 32.)**

Dispute regarding change in date of termination of pay roll week. *Decided:* That carrier is within its rights in making change; however, not applicable when conflicting with State laws. (Decision No. 45.)

**46a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The New York, New Haven & Hartford Railroad Co. (II, R. L. B., 32.)**

Bulletined position not awarded to employee holding seniority. *Decided:* That, basing its decision on evidence submitted and investigation made, the Board sustains the position of the company. (Decision No. 46.)

**47a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Rutland Railroad. (II, R. L. B., 33.)**

Application of wage increases under Decision No. 2 to bridge and building foremen paid a fixed monthly salary, with no additional compensation for Sunday and holiday work or overtime. *Decided:* That Interpretation No. 1 to Decision No. 2, providing that monthly increases should be based on 204 hours per month, covers question in dispute. (Decision No. 47.)

**48a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Rutland Railroad. (II, R. L. B., 34.)**

Question as to proper date to be used as a basis in adding increases in wages under Decision No. 2 to positions increased subsequent to March 1, 1920. *Decided:* That Interpretation No. 2 to Decision No. 2, providing that increases shall be added to rates in effect at 12.01 a. m., March 1, 1920, applies. (Decision No. 48.)

**49a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Rutland Railroad. (II, R. L. B., 35.)**

Controversy regarding application section 3, Article III, Decision No. 2, maintenance of certain differentials in rates of section foremen. *Decided:* That provisions of Decision No. 2 have been complied with, therefore Board can take no action. Transportation Act does not prohibit carriers from making adjustments as herein referred to, when agreed upon by railroad and employees affected. (Decision No. 49.)

- 50a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Colorado & Southern Railway. (II, R. L. B., 36.)**

Controversy as to what shall constitute seniority district in general office. *Decided:* That each of the classified departments, i. e., operating, accounting, and mechanical, in general office, shall constitute seniority district. (Decision No. 50.)

- 51a. American Train Dispatchers Association v. International & Great Northern Railway. (II, R. L. B., 36.)**

Controversy as to dispatcher's compensation while absent account sickness. *Decided:* That claim is denied, inasmuch as employee's absence necessitated employing and paying some one, in accordance with practice governing division officers. (Decision No. 51.)

- 52a. Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad. (II, R. L. B., 37.)**

Claim of yard crew for compensation account employees other than assigned yardmen being used to perform switching service. *Decided:* That claim is denied. Board decides management used assigned crew when considered necessary and that work performed by other than assigned yard crew was in emergency. (Decision No. 52.)

- 53a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 37.)**

Do the provisions of Decision No. 2 require the carrier to furnish a list of the rates of pay as increased by that decision and that such list be incorporated in the clerks' agreement? *Decided:* That the rates of pay as increased should become a part of the agreement, but it was not the intent that a list of the rates should be compiled and incorporated therein. (Decision No. 53.)

- 54a. Brotherhood of Dining and Sleeping Car Employees Union v. Great Northern Railway. (II, R. L. B., 37.)**

Request for increase in wages and change in working conditions. *Decided:* The Board has given careful consideration to the evidence submitted and decides that the present rates of pay and working conditions are just and reasonable. (Decision No. 54.)

- 55a. Brotherhood of Locomotive Engineers et al. v. Texas & Pacific Railway. (II, R. L. B., 38.)**

Request for new rule covering terminal delay. *Decided:* That Board promulgate new rule which it decides to be just and reasonable. (Decision No. 55.)

- 56a. Order of Railway Conductors et al. v. Richmond, Fredericksburg & Potomac Railroad Co. (II, R. L. B., 39.)**

Question as to proper compensation for terminal delay and switching at terminals prior to the commencement of overtime. *Decided:* Board decides that present practice of management is just and reasonable and should be continued. (Decision No. 56.)

- 57a. Order of Railway Conductors et al. v. Richmond, Fredericksburg & Potomac Railroad Co. (II, R. L. B., 40.)**

Question as to proper method of computing compensation on turnaround passenger service. *Decided:* That present practice of this carrier in paying for service in question is just and reasonable. (Decision No. 57.)

- 58a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Union Pacific Railroad Co. (II, R. L. B., 41.)**

Question regarding the return of extra gang foreman to position of yard section foreman, from which position he was displaced by a former yard section foreman who was temporarily appointed as roadmaster on another territory. *Decided:* That in view of the fact that operation of the Salina Northern was only a temporary arrangement, the displacement was proper and should be allowed to stand. (Decision No. 58.)

**59a. Order of Railway Conductors and Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 41.)**

Was the railway within its right and did it comply with the provisions of Supplement No. 25 to General Order No. 27 in changing a home terminal? *Decided:* Yes. (Decision No. 59.)

**60a. Order of Railway Conductors et al. v. Norfolk & Western Railway. (II, R. L. B., 42.)**

Request for reclassification of service which, if granted, would have the effect of increasing the present rates of pay for "shifter" and "mine run" service. *Decided:* That present rule and practice is just and reasonable. (Decision No. 60.)

**61a. Order of Railway Conductors et al. v. Norfolk & Western Railway. (II, R. L. B., 42.)**

Controversy as to rate of pay in branch line service. *Decided:* Board decides that the railway has properly applied the provisions of Supplement No. 16 to General Order No. 27 to the runs in branch line service. (Decision No. 61.)

**62a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 42.)**

Request that rate for "baggage men handling express," section (a), Article I of Supplement No. 16, be incorporated into trainmen's schedule. *Decided:* That claim of employees is sustained. (Decision No. 62.)

**63a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 42.)**

Request for new rule covering handling of baggage and joint baggage and express. *Decided:* That inasmuch as rule proposed affects obligations of carrier and express company under existing contract between parties, and in view of the fact that express company and employees were not parties to the dispute, the four parties concerned should confer with a view to settling this controversy. (Decision No. 63.)

**64a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 43.)**

Controversy over rule pertaining to "duration of agreement." *Decided:* The Board decides that the rule agreed to by the conductors, as regulating relation of time within its scope, is just and reasonable and shall be adopted by the trainmen. (Decision No. 64.)

**65a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 43.)**

Request for new rule protecting yard foreman who forfeits seniority and giving him right to displace any junior helper in yard service. *Decided:* That request is denied. Board decides that the existing rule is just and reasonable as regulating matter within its scope. (Decision No. 65.)

**66a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 44.)**

Request for new rule governing vacancies in ranks of yardmen being filled with promotable men. *Decided:* That request is denied. Board decides the present practice is just and reasonable as regulating the matter within its scope. (Decision No. 66.)

**67a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 44.)**

Request for new rule governing yardmen riding cars on hump or gravity yards. *Decided:* Board decides present practice reasonable as regulating matter within its scope. (Decision No. 67.)

**68a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 44.)**

Request for new rule giving preference to partially disabled former yard and train service employees in filling switch-tending positions. *Decided:* That to make such rule obligatory would occasionally shut out other employees. Request for new rule denied. (Decision No. 68.)

**69a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 44.)**

Claim of yard brakeman for eight hours' pay on overtime basis while working under two different yard conductors. *Decided:* That claim is denied. Payment as made is just and reasonable. (Decision No. 69.)

**70a. American Federation of Railroad Workers v. Boston & Maine Railroad. (II, R. L. B., 45.)**

Question as to representation rights of certain employees, members of American Federation of Railroad Workers, and who are subject to an agreement made between the Director General of Railroads and the Federated Shop Crafts. *Decided:* That the Transportation Act makes it the duty of the officers of the carrier to confer with a committee of an organization on the subject matter of grievances presented by members of said organization, even though the subject matter relates to conditions regulated by another organization. (Decision No. 70.)

**71a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 46.)**

Request that yardmen handling work on wreck trains in yard limits be paid yard rates instead of road rates. *Decided:* That work-train rates of pay shall be paid for work-train service regardless of where service is performed, provided this rule is not in conflict with any schedule, rule, or established practice. (Decision No. 71.)

**72a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 46.)**

Controversy as to seniority rights. *Decided:* That the matter complained of in this dispute having occurred prior to the passage of the Transportation Act, Board has no jurisdiction of this dispute. (Decision No. 72.)

**73a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 46.)**

Claim for one day's pay at time and one-half rate, account yard brakeman being transferred to another crew after completion of eight-hour assignment. *Decided:* Due to matter complained of having occurred prior to passage of Transportation Act, it is decided that the Board has no jurisdiction. (Decision No. 73.)

**74a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 47.)**

Claim of passenger brakeman for reinstatement with pay for time lost. Was dismissed on January 8, 1920. *Decided:* This matter having occurred before passage of the Transportation Act, the Board decides it has no jurisdiction of the dispute. (Decision No. 74.)

**75a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 47.)**

Controversy as to claim of passenger brakeman for compensation at local freight rate. *Decided:* That matter complained of having occurred prior to passage of Transportation Act, Board decides it has no jurisdiction. (Decision No. 75.)

**76a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 47.)**

Request that Mallet and Class M-2 engines be equipped with seats. *Decided:* Management states that out of 274 engines about one-half have been equipped to date and estimates remainder will be completed on or before June 1, 1921. Board decides this properly disposes of matter. (Decision No. 76.)

**77a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway. (II, R. L. B., 47.)**

Request for removal of brakeman for failure to flag train. *Decided:* That Board has no jurisdiction because of matter in dispute having occurred prior to passage of Transportation Act. (Decision No. 77.)

- 78a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway.** (II, R. L. B., 48.)

Request for assignment of freight brakeman to certain trains instead of passenger brakemen. *Decided:* Since 1904 trains 37 and 38 have been manned by one conductor and one flagman—both qualified passenger men. Board decides that a change from that arrangement is not now warranted. (Decision No. 78.)

- 79a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway.** (II, R. L. B., 48.)

Claim of yard conductor for pay at work-train conductor's rate. *Decided:* That matter complained of having occurred before passage of the Transportation Act, the Board has no jurisdiction. (Decision No. 79.)

- 80a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway.** (II, R. L. B., 48.)

Request for removal of switchman, account insubordination. *Decided:* That request is declined. This man has been employed as yard brakeman since October 10, 1903. After investigation of offense complained of, he was permitted to return to work after some time lost. (Decision No. 80.)

- 81a. Brotherhood of Railroad Trainmen v. Norfolk & Western Railway.** (II, R. L. B., 49.)

Request that passenger brakeman be reinstated and paid for time lost. *Decided:* That this Board has no jurisdiction, due to dispute having occurred prior to passage of Transportation Act. (Decision No. 81.)

- 82a. Order of Railway Conductors v. Norfolk & Western Railway.** (II, R. L. B., 49.)

Controversy over meaning of term "outlying point" as used in deadhead rules. *Decided:* Hearing developed this was request to interpret meaning of rule over which no dispute existed. Requirements of Transportation Act not having been complied with, case is dismissed. (Decision No. 82.)

- 83a. Order of Railway Conductors v. Norfolk & Western Railway.** (II, R. L. B., 49.)

Claim of conductors for terminal overtime, lay-over time and where relieved under 14 hours. *Decided:* That matters complained of having occurred prior to passage of Transportation Act, Board has no jurisdiction. (Decision No. 83.)

- 84a. Order of Railway Conductors v. Norfolk & Western Railway.** (II, R. L. B., 50.)

Request that a self-propelled clamshell used on main track by masonry forces be classed as a work train. *Decided:* That claim is denied. (Decision No. 84.)

- 85a. Brotherhood of Locomotive Engineers et al. v. Denver & Salt Lake Railroad.** (II, R. L. B., 50.)

Claim of various train-service employees for time held out of service and no reasons given. *Decided:* That claim of engineers and firemen involved for time lost is sustained. Conductor and brakeman having been restored to service within few days and no time claims presented within time limit of rule, should observe agreement reached when duty was resumed. (Decision No. 85.)

- 86a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Los Angeles & Salt Lake Railroad.** (II, R. L. B., 52.)

Are baggage and express agents employees of the express company or are they joint employees of the express company and railroad company? *Decided:* That the employees in question are in fact employees of the American Railway Express Co. (Decision No. 86.)

- 87a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. The Nashville, Chattanooga & St. Louis Railway.** (II, R. L. B., 52.)

Controversy as to position of chief clerk to agent coming within scope of national agreement. *Decided:* That Chattanooga comes within the class of "larger stations" ("Exceptions," rule 1, article 1 of agreement), therefore, above-mentioned position does not come within scope of agreement and employees' request that it be bulletined for bid is denied. (Decision No. 87.)

- 88a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Michigan Central Railroad.** (II, R. L. B., 54.)

Does position of night oil house man come within scope of maintenance of way agreement? *Decided:* That Article I, above agreement, does not cover position in question, therefore overtime provisions established in Article V do not apply to overtime worked by occupant. (Decision No. 88.)

- 89a. Brotherhood of Locomotive Engineers et al. v. Atlanta, Birmingham & Atlantic Railway.** (II, R. L. B., 55.)

Controversy as to arbitrary reduction of wages. *Decided:* Board decides that conferences held are not in compliance with section 301 of the Transportation Act; that it is without jurisdiction to decide dispute until above section complied with, and further decides that consideration shall be deferred until parties have conferred and disagreed on wage question. (Decision No. 89.)

- 90a. Brotherhood of Locomotive Engineers et al. v. Missouri & North Arkansas Railroad.** (II, R. L. B., 58.)

Controversy as to arbitrary reduction in wages. *Decided:* That Board is without jurisdiction until section 301 of Transportation Act has been complied with, by conferences of interested parties; if no agreement reached, further hearing to be held March 5, 1921; if conference refused by management, Board will proceed under section 313 of Transportation Act. (Decision No. 90.)

- 91a. United Brotherhood of Maintenance of Way Employees et al. v. Erie Railroad.** (II, R. L. B., 60.)

Was wage reduction for track laborers, made without consent of employees, in violation of Decision No. 2? *Decided:* That the management of this carrier acted in conflict with section 301 of the Transportation Act and Order No. 1 of the Railroad Labor Board by arbitrarily reducing wages and making deductions from earnings of the employees. (Decision No. 91.)

- 92a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad.** (II, R. L. B., 70.)

Proper rate of pay for painters in maintenance of way department. *Decided:* Employees in question not covered by provisions of shop crafts' agreement, therefore not proper to classify pay in accordance therewith. Decision No. 2 provides that rates specified therein be added to those authorized by United States Railroad Administration, therefore 15 cents per hour increase covering this class shall be added to rates in effect March 1, 1920. (Decision No. 92.)

- 93a. Brotherhood of Locomotive Engineers et al. v. Texas & Pacific Railway.** (II, R. L. B., 71.)

Is adoption of Article II, Supplement No. 24 to General Order No. 27, mandatory, or are committees privileged to retain their present basic day rule? *Decided:* That employees have option of accepting or refusing in its entirety the eight-within-ten hour rule; where retained it shall be written into schedules without change. (Decision No. 93.)

- 94a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri, Kansas & Texas Railway.** (II, R. L. B., 72.)

Controversy as to right of company to make monthly charge for company-owned section houses. *Decided:* Board finds there has never been any definite practice justifying the assumption that to furnish such houses was a general arrangement. Employees' claim therefore denied. (Decision No. 94.)

- 95a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co.** (II, R. L. B., 73.)

Controversy regarding application Decision No. 2 to short turnaround passenger service. *Decided:* That interested parties having agreed upon settlement, case withdrawn from consideration by Board. (Decision No. 95.)

- 96a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co.** (II, R. L. B., 74.)

Controversy as to application Decision No. 2 to passenger overtime. *Decided:* That interested parties having agreed upon a settlement, case withdrawn from consideration by the Board. (Decision No. 96.)

- 97a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 74.)**

Controversy as to application of Decision No. 2 to deadheading on company business on passenger trains. *Decided:* That parties at interest having agreed upon a settlement, case is withdrawn from consideration by Board. (Decision No. 97.)

- 98a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 75.)**

Does Decision No. 2 increase monthly guarantees on schedule runs? *Decided:* That parties at interest having agreed upon a settlement, case is withdrawn. (Decision No. 98.)

- 99a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 75.)**

Claim of engineers and firemen for 100-mile minimum. *Decided:* That payment for time was properly made in accordance with Article III of engineers and firemen's agreement. (Decision No. 99.)

- 100a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 76.)**

Claim of engineer for runaround or time lost account another crew being used for freight work. *Decided:* That parties at interest having agreed upon a settlement the case is withdrawn. (Decision No. 100.)

- 101a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 76.)**

Claim of engineer and fireman for additional compensation account switching en route, and not in connection with making up or disposing of their own train. *Decided:* That claim for additional compensation is denied. (Decision No. 101.)

- 102a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 76.)**

Claim of fireman for runaround while in pool freight service. *Decided:* That parties at interest having agreed upon settlement, case is withdrawn. (Decision No. 102.)

- 103a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 77.)**

Claim of engineer and fireman for continuous time. *Decided:* That parties at interest having agreed upon settlement, case is withdrawn from consideration by Board. (Decision No. 103.)

- 104a. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 77.)**

Controversy over rate of pay for crews assigned to helper service. *Decided:* That rate of pay for helper service shall be the same as for freight service. (Decision No. 104.)

- 105a. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 78.)**

Claim of engineer for runaround account being called for first section of train and run as second section instead. *Decided:* Claim denied. Engineer used on the train for which he was called. (Decision No. 105.)

- 106a. Brotherhood of Railroad Trainmen v. Kansas City Southern Railway. (II, R. L. B., 78.)**

Request for reinstatement of switchmen with pay for time lost—dismissed account alleged insubordination. *Decided:* That claim is denied. Decision No. 106.)

- 107a. Order of Sleeping Car Conductors v. The Pullman Co. (II, R. L. B., 78.)**

Request for increase in wages and change of working conditions. *Decided:* That rates and working conditions are just and reasonable. (Decision No. 107.)

- 108a. American Train Dispatchers Association v. Akron, Canton & Youngstown Railway.** (II, R. L. B., 79.)

Request of employees on short-line railroads for increase in wages. *Decided:* That request is denied. (Decision No. 108.)

- 109a. Railway Employees' Department, A. F. of L., v. Butler County Railroad.** (II, R. L. B., 81.)

Request that the Labor Board use its good offices toward the reinstatement of five men discharged by the carrier. *Decided:* That request is denied. Application for decision was not filed in the manner prescribed by the Transportation Act. (Decision No. 109.)

- 110a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago & North Western Railway.** (II, R. L. B., 81.)

Dispute as to carrier's failure to apply provisions of Decision No. 2 to employees voluntarily leaving service. *Decided:* That Interpretation No. 19 to Decision No. 2, regarding payment of back time, shall govern in this dispute. (Decision No. 110.)

- 111a. American Federation of Railroad Workers v. New York Central Railroad.** (II, R. L. B., 82.)

Request of carrier for provisional order authorizing lower rates for unskilled labor. *Decided:* That application is denied. (Decision No. 111.)

- 112a. Railway Express Drivers, Chauffeurs, and Conductors (Local No. 720 of Chicago) v. American Railway Express Co.** (II, R. L. B., 82.)

Controversy as to starting time of vehicle department employees. *Decided:* That change in time governing these employees was made in accordance with rules governing this service. Request of employees that previous hours be reestablished is therefore denied. (Decision No. 112.)

- 113a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & Alton Railroad.** (II, R. L. B., 83.)

Do positions of shop watchmen come within scope of paragraph 2, rule 1, Article I of clerks' agreement? *Decided:* That positions in question do not come within scope of agreement mentioned. (Decision No. 113.)

- 114a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad.** (II, R. L. B., 84.)

Proper application section 3, Article XIII of decision No. 2 to monthly-rated employees. *Decided:* That Interpretation No. 1 to Decision No. 2, authorizing increase in monthly salary in sum represented by multiplying  $8\frac{1}{2}$  cents by 204, i. e., \$17.34, shall govern in this dispute. (Decision No. 114.)

- 115a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway.** (II, R. L. B., 84.)

Question as to proper application section 3, Article XIII, Decision No. 2, to monthly-rated employees. *Decided:* That Interpretation No. 1 to Decision No. 2, authorizing increase in monthly salary in sum represented by multiplying  $8\frac{1}{2}$  cents by 204, i. e., \$17.34, shall govern in this dispute. (Decision No. 115.)

- 116a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway.** (II, R. L. B., 85.)

Application of section 3, Article XIII, Decision No. 2. *Decided:* That Interpretation No. 2 to Decision No. 2 increases rates in effect subsequent to March 1, 1920, and should govern in this dispute. (Decision No. 116.)

- 117a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad.** (II, R. L. B., 86.)

Proper application of the hourly increases provided in Decision No. 2 for employees paid by the month who are assigned to work more than 204 hours per month. *Decided:* That Interpretation No. 1 to Decision No. 2, authorizing increases in monthly salaries in sum represented by multiplying  $8\frac{1}{2}$  cents by 204, i. e., \$17.34, shall govern in this dispute. (Decision No. 117.)

- 118a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago, Indianapolis & Louisville Railway.** (II, R. L. B., 86.)

How should increases granted by Decision No. 2 be applied to monthly paid street crossing watchmen? *Decided:* That Interpretation No. 1 to Decision No. 2, authorizing increases in monthly salaries in sum represented by multiplying 8½ cents by 204, i. e., \$17.34, shall govern in this dispute. (Decision No. 118.)

- 119a. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al.** (II, R. L. B., 87.)

Method of arriving at rules and regulations governing working conditions presented in dockets 1, 2 and 3 and undecided by Decision No. 2. *Decided:* That the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration shall cease and terminate July 1, 1921. Officers of the organizations of employees and of carriers shall confer and decide disputes in accordance with certain prescribed principles and refer undecided questions to the Labor Board for decision. (Decision No. 119.)

- 120a. United Brotherhood of Maintenance of Way Employees v. St. Louis Southwestern Railway Company.** (II, R. L. B., 96.)

Controversy as to arbitrary reduction in wages. *Decided:* That carrier has violated Decision No. 2 as to wages and in other respects as to section foreman and track laborers. That carrier shall restore employees to their former positions and pay them at the rate provided in Decision No. 2 from the date removed or reduced in pay to the date of restoration. (Decision No. 120.)

- 121a. Brotherhood of Locomotive Engineers et al. v. Atlanta, Birmingham & Atlantic Railway.** (II, R. L. B., 103.)

Controversy as to arbitrary reductions in wages. *Decided:* That inasmuch as the United States District Court of Georgia, Northern Division, exercises jurisdiction regarding employees' services, no further action will be taken until the court shall approve or deny the board's request that the court direct the receiver to confer with petitioners regarding what constitutes just and reasonable wages. (Decision No. 121.)

- 122a. American Train Dispatchers Association v. Southern Railway System.** (II, R. L. B., 111.)

Shall dispatchers be paid for time lost during February, March, and July, 1920, accountsickness? *Decided:* That claim is denied. Dispatchers involved have been accorded same treatment as received by division officers for loss of time account sickness. (Decision No. 122.)

- 123a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Terminal Railroad Association of St. Louis.** (II, R. L. B., 112.)

Request for increase in pay of baggage and mail porters in order to equalize rates paid same class of employees at certain other larger terminals. *Decided:* That request of employees is denied. (Decision No. 123.)

- 124a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Cleveland, Cincinnati, Chicago & St. Louis Railway.** (II, R. L. B., 112.)

Controversy regarding bulletined position not awarded to senior employees. *Decided:* That employee has sufficient fitness and ability to warrant 30-day trial; however, inasmuch as present position held by employee is equally important it would not be conducive to satisfactory operation to make change at present. (Decision No. 124.)

- 125a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System.** (II, R. L. B., 113.)

Proper increase for store department employees classified as laborers. *Decided:* That employees in question do not come within intent of section 7, Article II of Decision No. 2. Position of carrier is therefore sustained. (Decision No. 125.)

- 126a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Midland Valley Railroad.** (II, R. L. B., 114.)

Dismissal of abstract clerk account alleged tardiness and excessive absence from duty. *Decided:* That the tardiness and absence from duty by employee in question was excessive. Request for reinstatement denied. (Decision No. 126.)

- 127a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 114.)

Reassignment of work and readjustment of rates of pay of balance sheet checkers. *Decided:* That the reassignment of work and readjustment of rates of positions in question are not in conflict with rule 91 of the clerks' national agreement. (Decision No. 127.)

- 128a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway.** (II, R. L. B., 116.)

Question as to what particular classes of employees are covered by section 8, Article III, of Decision No. 2. *Decided:* That (a) section 8 shall apply to laborers employed in and around shops and roundhouses who were classified and paid in accordance with paragraph (a), Article V, Supplement 7, to General Order No. 27. (b) Section 6 shall apply to same employees, classified and paid in accordance with paragraph (b), Article V, Supplement 7, to General Order No. 27. (Decision No. 128.)

- 129a. Railway Employees' Department, A. F., of L., v. Chicago & Eastern Illinois Railroad.** (II, R. L. B., 116.)

Proper increase applicable to helpers assigned to assist in maintenance of signals. *Decided:* That employees in question shall receive 13-cent increase provided in Decision No. 2. (Decision No. 129.)

- 130a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Louisville & Nashville Railroad.** (II, R. L. B., 117.)

Method of arriving at hourly overtime rates for monthly-rated employees in maintenance of way department. *Decided:* That the pro rata hourly and overtime rate for monthly-rated employees shall be arrived at by dividing the yearly salary (12 times the monthly rate) by 8 times the number of working days during the calendar year on which days overtime is not allowed for work performed as a part of the employees' regular assignment. (Decision No. 130.)

- 131a. Order of Railroad Telegraphers v. St. Louis-San Francisco Railway.** (II, R. L. B., 118.)

Controversy as to proper increase of pay under Decision No. 2 for nontelegraph positions. *Decided:* That the positions in question are nontelegraph stations and shall be increased 5 cents per hour under section 2, Article V, of Decision No. 2. (Decision No. 131.)

- 132a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad.** (II, R. L. B., 120.)

Question as to proper seniority date of clerk employed in superintendent's office. Carrier contends that the employee is entitled to seniority dating from the time he entered the service on his present seniority district. *Decided:* That rule 29 of the clerks' agreement is not retroactive in its aspect. Contention of the carrier is therefore sustained. (Decision No. 132.)

- 133a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Lehigh Valley Railroad.** (II, R. L. B., 120.)

Dispute regarding posting of notices to employees as provided in rule 75 of clerks' agreement. *Decided:* That intent of rule 75 is that suitable provision be made for posting of notices of lodge and committee meetings, etc., and verbatim copies of decisions and interpretations issued by Board. (Decision No. 133.)

- 134a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 121.)

Request of employees for reinstatement of money clerk dismissed on account of alleged misrepresentation of facts at investigation. *Decided:* That request of employees for reinstatement is denied. (Decision No. 134.)

**135a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Texas Midland Railroad. (II, R. L. B., 122.)**

What rate of increase does Decision No. 2 provide for baggage and parcel room employees designated as baggage agent and assistant baggage agent and ticket office employees designated as assistant ticket agent? *Decided:* That the employees in question shall be increased 13 cents per hour under sections 2 and 4, Article II, of Decision 2. (Decision No. 135.)

**136a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 122.)**

Are employees engaged in handling material under the supervision of a foreman or subforeman in yards adjacent to storehouses entitled to increase of 12 cents per hour under section 7, Article II, of Decisions No. 2? *Decided:* That the employees in question are not storeroom or stockroom freight handlers or truckers or others similarly engaged and therefore not entitled to the increase of 12 cents per hour, as claimed. (Decision No. 136.)

**137a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 123.)**

Claim for time lost by checker, account being dismissed from service. *Decided:* That this employee shall not be paid for time out of service. (Decision No. 137.)

**138a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 123.)**

Controversy regarding dismissal of 11 checkers account insubordination. *Decided:* That after review of evidence submitted request for reinstatement is denied. (Decision No. 138.)

**139a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 124.)**

Controversy regarding application Decision No. 2 to salary of 21 employees designated as janitors and janitresses. *Decided:* That employees in question are not janitors, therefore not entitled to 10 cents per hour increase provided in section 5, Article II, of Decision No. 2. (Decision No. 139.)

**140a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway. (II, R. L. B., 125.)**

Controversy as to length of vacation period with pay for telephone operators. *Decided:* That employees involved be compensated for curtailment of 4 days, inasmuch as existing practice granted employees in service one year or more 10 days' vacation with pay. (Decision No. 140.)

**141a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway. (II, R. L. B., 125.)**

Controversy regarding bulletining of position not awarded employee holding seniority. *Decided:* That employee in question possesses sufficient ability; therefore he shall be allowed to qualify for position in accordance with rule 10 of clerks' agreement. (Decision No. 141.)

**142a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway. (II, R. L. B., 126.)**

Question as to proper date to be used as a basis in adding increases in wages under Decision No. 2 to positions increased subsequent to March 1, 1920. *Decided:* That Interpretation No. 2 to Decision No. 2, providing that increases shall be added to rates in effect at 12.01 a. m., applies. (Decision No. 142.)

**143a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Cleveland, Cincinnati, Chicago & St. Louis Railway. (II, R. L. B., 126.)**

Controversy as to proper rate of pay for inside hostlers' helpers. *Decided:* That employees referred to perform service similar to that involved in dispute covered by Decision No. 40, which decision states that there is nothing to indicate that the employees in question are hostlers' helpers. (Decision No. 143.)

**144a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Colorado & Southern Railway. (II, R. L. B., 127.)**

(a) Are employees engaged exclusively in filling lubricators entitled to classification of machinist helpers? (b) Is the carrier warranted in making deductions from an employee's earnings as a result of conflicting decisions rendered by two agencies? *Decided:* (a) That employees engaged exclusively in filling lubricators are not entitled to classification and rating of machinist helper. (b) Carrier advises no deductions will be made, which obviates the necessity of decision on this point. (Decision No. 144.)

**145a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Duluth, Missabe & Northern Railway. (II, R. L. B., 128.)**

Question as to reinstatement of machinists and machinist helpers with restoration of seniority rights and pay for time lost. *Decided:* That on receipt of this decision the employees mentioned shall be reinstated with continuity of seniority unimpaired. Request for pay for time lost denied. (Decision No. 145.)

**146a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Duluth, Missabe & Northern Railway. (II, R. L. B., 132.)**

Controversy regarding reinstatement of coach painter with full seniority rights and pay for time lost. *Decided:* That employee shall be reinstated with full seniority rights and paid for all time lost, less amount earned at other employment since dismissal. (Decision No. 146.)

**147a. New York Central Railroad et al. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al. (II, R. L. B., 133.)**

Dispute regarding reduction in wages of employees in various branches of service of a large number of carriers. *Decided:* That the rates of wages heretofore established by the authority of the Labor Board shall be decreased in the amounts specified in this decision, effective July 1, 1921. (Decision No. 147.)

**148a. Denver & Salt Lake Railroad v. Brotherhood of Locomotive Engineers et al. (II, R. L. B., 154.)**

Dispute regarding reduction in wages of employees in train and engine service and revision of schedule rules. *Decided:* That the carrier in question was a party to hearing of April 18, 1921, involving wage reduction, therefore the decreases authorized by Decision No. 147 will apply. Schedule rules remanded for further consideration. (Decision No. 148.)

**149a. Petition of St. Louis Southwestern Railway et al. for Rehearing on Decision No. 120. (II, R. L. B., 156.)**

Application for rehearing on Decision No. 120. *Decided:* Board after due consideration overrules motion made by this road for rehearing and declines to reopen case. (Decision No. 149.)

**150a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Brooklyn Eastern District Terminal. (II, R. L. B., 156.)**

Request for reinstatement of foreman. *Decided:* That request is denied. (Decision No. 150.)

**151a. Railway Express Drivers, Chauffeurs and Conductors (Local No. 720) v. American Railway Express Co. (II, R. L. B., 156.)**

Request for reinstatement of wagon conductor. *Decided:* That reinstatement is denied. (Decision No. 151.)

**152a. American Train Dispatchers Association v. Chicago, Burlington & Quincy Railroad. (II, R. L. B., 156.)**

Question as to proper date to be used as a basis in adding increases in wages under Decision No. 2 to positions increased subsequent to March 1, 1920. *Decided:* That Interpretation No. 2 to Decision No. 2, providing that increases shall be added to rates in effect at 12.01 a. m., March 1, 1920, applies. (Decision No. 152.)

- 153a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Texas & Pacific Railway. (II, R. L. B., 157.)**

Controversy as to scope of agreement covering shop craft employees. *Decided:* That because of similarity of work performed, six crafts may negotiate joint agreement with Federated Shop Crafts, provided system federation represents majority of each craft or class. (Decision No. 153.)

- 154a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago & Eastern Illinois Railway Co. (II, R. L. B., 157.)**

Question as to whether scope of agreement shall cover employees represented by the Federated Shop Crafts whom they represent in the maintenance of equipment, maintenance of way and structures, and maintenance of signals and telegraph departments. *Decided:* That if federation so elects, agreement may be made covering all employees mentioned, provided this decision does not interfere with such special rules as are necessary to properly operate said departments. (Decision No. 154.)

- 155a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago, Burlington & Quincy Railroad. (II, R. L. B., 158.)**

Controversy as to scope of agreement covering shop craft employees, regardless of department in which employees are working. *Decided:* That if federation so elects, agreement may be made covering all employees mentioned, provided this decision does not interfere with such special rules as are necessary to properly operate said departments. (Decision No. 155.)

- 156a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 159.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of baggage and mail handlers? *Decided:* That inasmuch as service performed does not require continuous application, Board decides these employees are properly paid on basis established in rule 49 of agreement mentioned. (Decision No. 156.)

- 157a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 160.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of gatemen? *Decided:* That service performed does not require continuous application. Board decides these employees are properly paid on basis established in rule 49 of agreement mentioned. (Decision No. 157.)

- 158a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 160.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to position of train-crew caller? *Decided:* That service performed does not require continuous application. Board therefore decides employee in question is properly paid on basis established in rule 49. (Decision No. 158.)

- 159a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 161.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to position of janitor in superintendent's office? *Decided:* That inasmuch as service performed does not require continuous application, Board decides this employee is being properly paid on basis established by rule 49. (Decision No. 159.)

- 160a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Jacksonville Terminal Co. (II, R. L. B., 162.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to position of chief gateman and gateman? *Decided:* That service performed does not require continuous application, therefore positions in question are properly compensated on basis established in rule 49. (Decision No. 160.)

- 161a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 163.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of baggage-men? *Decided:* Evidence shows that service performed does not require continuous application, therefore, positions in question are properly compensated under rule 49. (Decision No. 161.)

- 162a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 163.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all service rendered, apply to positions of baggage-men? *Decided:* Evidence shows that service performed does not require continuous application. Board therefore decides employees in question are properly paid on the basis established by rule 49. (Decision No. 162.)

- 163a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 164.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to position of warehouseman? *Decided:* Service performed does not require continuous application. Board decides that the employee mentioned is being properly paid on basis established in rule 49. (Decision No. 163.)

- 164a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 165.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to position of baggage-man? *Decided:* Evidence shows service performed by employee in question does not require continuous application. *Decided,* therefore, that he is being properly paid on basis established in rule 49. (Decision No. 164.)

- 165a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 166.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of baggage-men? *Decided:* That position does not require continuous application. Board decides, therefore, that employees mentioned are being properly compensated. (Decision No. 165.)

- 166a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 166.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of baggage-men? *Decided:* That position mentioned does not require continuous application; therefore, employees mentioned are properly paid on basis established in rule mentioned. (Decision No. 166.)

- 167a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 167.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to position of day porter? *Decided:* That this employee is properly paid on basis established in rule 49, as service performed does not require continuous application. (Decision No. 167.)

- 168a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Northern Pacific Railway. (II, R. L. B., 168.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of gatemen? *Decided:* That service performed does not require continuous application, therefore, these employees are properly compensated as provided in rule 49. (Decision No. 168.)

- 169a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Northern Pacific Railway. (II, R. L. B., 169.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of engine-crew callers? *Decided:* That the service performed by these employees does not require continuous application; therefore, they are properly compensated as provided in rule 49. (Decision No. 169.)

- 170a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway.** (II, R. L. B., 169.)

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of train and engine crew callers? *Decided:* That the service performed by these employees does not require continuous application; therefore, they are properly compensated as provided in rule 49. (Decision No. 170.)

- 171a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Hannibal Union Depot Co.** (II, R. L. B., 170.)

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to positions of station baggagemen? *Decided:* Inasmuch as service performed does not require continuous application, Board decides employees in question are properly compensated as provided in rule 49. (Decision No. 171.)

- 172a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad.** (II, R. L. B., 171.)

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered, apply to messengers? *Decided:* That positions in question do not require continuous application; therefore, Board decides compensation provided in rule 49 is proper. (Decision No. 172.)

- 173a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri, Kansas & Texas Railway et al.** (II, R. L. B., 171.)

Question as to agreement being made directly with employees or organization representing employees. *Decided:* That in accordance with Decision No. 119 organization has right to make agreement covering rules and working conditions for entire class of employees, and Board so directs. (Decision No. 173.)

- 174a. The Pullman Co. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).** (II, R. L. B., 173.)

Dispute regarding arbitrary reduction of wages by carrier. *Decided:* That carrier shall meet or endeavor to meet employees in conference and in case of disagreement shall refer dispute to Labor Board. Majority of employees have right to select representatives. (Decision No. 174.)

- 175a. Order of Railway Conductors et al. v. Michigan Central Railroad.** (II, R. L. B., 174.)

Request for restoration of shuttle-train service discontinued account removal of terminal. *Decided:* Restoration of service declined, with the provision that three callers will be retained at new terminal until August 10, 1921, at which time continuation of these callers should be given consideration. (Decision No. 175.)

- 176a. Terminal Baggage Mail Handlers and Station Employees (A. F. of L.) v. Washington Terminal Co.** (II, R. L. B., 175.)

Request for increased wages for parcel porters, generally known as "red caps." *Decided:* That employees' request is denied. (Decision No. 176.)

- 177a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 175.)

Controversy regarding reinstatement of accounting department employees dismissed account presenting resolution of local union containing charges against local auditor. *Decided:* That action of employees was unwarranted. Request for reinstatement and pay for time lost denied. (Decision No. 177.)

- 178a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 176.)

Controversy regarding reinstatement of messenger. *Decided:* That request is denied. (Decision No. 178.)

**179a. Order of Railroad Telegraphers v. International & Great Northern Railway. (II, R. L. B., 176.)**

Shall rate of compensation for position of agent at specified station be increased 10 cents per hour or 5 cents per hour under provisions of Decision No. 2? *Decided:* That rate shall be increased 5 cents per hour, as provided in section 2, Article V, Decision No. 2 of this Board. (Decision No. 179.)

**180a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New Orleans, Texas & Mexico Railway. (II, R. L. B., 180.)**

Shall overtime be paid to extra gang foremen when engaged in work not customarily done by regular section gangs, and whose employment is seasonal and temporary in character? *Decision:* That the gang foremen in question properly come under and shall be paid overtime in accordance with the provisions of section (a-7) of Article V, maintenance of way employees' national agreement. (Decision No. 180.)

**181a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Fort Smith & Western Railroad. (II, R. L. B., 178.)**

Question as to effective date of increased rates granted by the carrier at the expiration of 30 days following notice of changes desired. *Decided:* That carrier complied with understanding as to 30 days' notice when increasing rates; therefore, employees' request denied. (Decision No. 181.)

**182a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 179.)**

Controversy as to method of applying increases provided in Decision No. 2 for employees who are assigned to work the calendar days of the month and receive a monthly rate to cover all services performed. *Decided:* That Interpretation No. 1 to Decision No. 2, providing that monthly increase should be based on 204 hours per month, covers question in dispute. (Decision No. 182.)

**183a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway. (II, R. L. B., 180.)**

Is the rearrangement of work and readjustment of rates of pay of position of chief clerk and assistant chief clerk, transit department, auditor of freight accounts, in conflict with rules of national agreement? Carrier claims that the changed duties necessitated the new classification and therefore not in conflict with schedule rules. *Decided:* That position of carrier is sustained. (Decision No. 183.)

**184a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 180.)**

Is transfer clerk employed by agent, who was allowed a flat sum to handle the transfer business and pay the salaries of such employees as he deemed necessary to assist him, entitled to the increase authorized by Decision No. 3 of the Labor Board? Carrier states that the transfer clerk is an employee of the agent and not of the express company and therefore not under Decision No. 3. *Decided:* That the position of the carrier is sustained. (Decision No. 184.)

**185a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railroad. (II, R. L. B., 182.)**

Are employees engaged in the handling of lumber and other company material in lumber yard adjacent to storehouses entitled to increase of 12 cents per hour or 8½ cents per hour under Decision No. 2? *Decided:* That the employees in question are not station, platform, or storeroom freight handlers or truckers or others similarly engaged, and therefore not within the section which provides an increase of 12 cents per hour. (Decision No. 185.)

**186a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railway. (II, R. L. B., 182.)**

Are employees engaged under supervision of foreman in the rearrangement of contents of cars, transferring loads and performing other similar work, entitled to increase of 12 cents per hour or 8½ cents per hour under Decision No. 2? *Decided:* That the employees in question are not station, platform, or storeroom freight handlers or truckers or others similarly engaged, and therefore not within the section which provides an increase of 12 cents per hour. (Decision No. 186.)

**187a. J. R. Harron et al. v. American Railway Express Co. (II, R. L. B., 183.)**

Controversy regarding application of Decision No. 3 to part-time express employees for periods varying from one to four hours per day after 6 p. m. Request of petitioners is that increase authorized by Decision No. 3 be applied to their rates of pay as of May 1, 1920, the effective date of said decision. *Decided:* That claim is denied. (Decision No. 187.)

**188a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines (Texas Lines). (II, R. L. B., 183.)**

Controversy as to classification of employees of the maintenance of way department assigned to self-propelled pile driver. Employees claim that men who are used to flag should be paid increase provided in section 3, Article VII of Decision No. 2. *Decided:* That claim of employees is denied. (Decision No. 188.)

**189a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 184.)**

Request for reinstatement of switchboard operator. *Decided:* That request for reinstatement is denied. (Decision No. 189.)

**190a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Erie Railroad. (II, R. L. B., 184.)**

Controversy as to reinstatement of store department clerk. *Decided:* Board denies request for reinstatement. (Decision No. 190.)

**191a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway. (II, R. L. B., 185.)**

Should the position of boy in office of superintendent at point specified be increased 10 cents per hour under Decision No. 2? *Decided:* That position in question should not be increased 10 cents per hour under section 5, Article III of Decision No. 2. (Decision No. 191.)

**192a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway. (II, R. L. B., 186.)**

Compensation claim of employee in car accountant's office, account sickness. *Decided:* That under past practice employee in question is not entitled to pay for time lost. Request of employees is therefore denied. (Decision No. 192.)

**193a. Order of Railroad Telegraphers v. Indianapolis Union Railway. (II, R. L. B., 186.)**

Request of employees for elimination of inequalities in pay governing telephone operators. *Decided:* That differentials which have existed for many years have not substantially changed, and increases specified in Decision No. 2 have been added to rates established under authority of United States Railroad Administration; therefore, request of employees is denied. (Decision No. 193.)

**194a. Order of Railroad Telegraphers v. Wabash Railway. (II, R. L. B., 187.)**

Request of employees that inequalities in rates of pay for positions in station and telegraph service be eliminated. Evidence indicates that increases specified in Decision No. 2 have been properly added to rates established by or under the authority of the United States Railroad Administration. *Decided:* That request of employees is denied. (Decision No. 194.)

**195a. American Train Dispatchers' Association v. Chicago & North Western Railway. (II, R. L. B., 188.)**

Claim of dispatcher for additional compensation account working in addition to his own the territory of a dispatcher off sick. *Decided:* That request for payment for the rate of both positions is denied. (Decision No. 195.)

**196a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Central of Georgia Railway. (II, R. L. B., 188.)**

Request for reinstatement of assistant chief clerk. *Decided:* That request is denied. (Decision No. 196.)

- 197a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Erie Railroad. (II, R. L. B., 189.)**

Claim for time lost by clerical employees during the period of an unauthorized strike of train and engine service employees. Carrier states that the employees in question were laid off and that a carrier has the right to reduce forces when conditions justify. *Decided:* That claim of employees is denied. (Decision No. 197.)

- 198a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 189.)**

Claim for time lost by clerical employees during the period of an unauthorized strike of train and engine service employees. Carrier states that the employees in question were laid off and that a carrier has the right to reduce forces when conditions justify. *Decided:* That claim of employees is denied. (Decision No. 198.)

- 199a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (II, R. L. B., 190.)**

Question as to reinstatement of yard office clerk. *Decided:* That request is denied. (Decision No. 199.)

- 200a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri, Kansas & Texas Railway. (II, R. L. B., 190.)**

Controversy regarding application of Decision No. 2 to shop accountant, whom the carrier claims to be employed in supervisory capacity and authorized to employ and discipline other employees. *Decided:* That the position in question is not included in Decision No. 2. (Decision No. 200.)

- 201a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Cleveland, Cincinnati, Chicago & St. Louis Railway. (II, R. L. B., 191.)**

Does position of depot foreman come within provisions of Article I, clerks' national agreement? *Decided:* That position in question is that of a foreman supervising subforeman, that it does not come within the scope of the agreement, and employees' request that it be bulletined for bid is denied. (Decision No. 201.)

- 202a. International Union of Steam and Operating Engineers v. Terminal Railroad Association of St. Louis. (II, R. L. B., 192.)**

(a) Shall certain stationary engineers required to work in excess of 204 hours per month receive extra payment account of service performed on Sundays and holidays? (b) Shall employees laid off account reduction in force subsequent to May 1, 1920, be allowed back pay? *Decided:* (a) That Interpretation No. 1 to Decision No. 2 covers similar question as to extra payment for service in excess of 204 hours per month, and should govern in this dispute. (b) In accordance with item 2, Interpretation No. 19 to Decision No. 2, employees in question should be allowed back pay. (Decision No. 202.)

- 203a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway. (II, R. L. B., 192.)**

Should the position of office boy in treasury department be increased 10 cents per hour under Decision No. 2? *Decided:* That the position in question should be increased 10 cents under section 5, Article II of Decision No. 2. (Decision No. 203.)

- 204a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Nashville, Chattanooga & St. Louis Railway. (II, R. L. B., 193.)**

Question in regard to reinstatement of section foreman. *Decided:* That the management was justified in dismissing this employee; therefore claim of employees is denied. (Decision No. 204.)

**205a. Railway Employees' Department (Federated Shop Crafts) v. Missouri, Kansas & Texas Railway et al. (II, R. L. B., 194.)**

Should separate agreement be made covering six shop crafts or with Federated Shop Crafts representing said six crafts? *Decided:* That the work of the six crafts and conditions under which it is performed are so similar that joint agreement may be negotiated through the Federated Shop Crafts, if so elected, provided system federation represents a majority of each craft or class. (Decision No. 205.)

**206a. Railway Employees' Department (Federated Shop Crafts) v. Chicago Great Western Railroad. (II, R. L. B., 196.)**

Controversy as to reinstatement of former car inspector. *Decided:* That reinstatement with pay for time lost is not warranted. Employee's claim denied. Board insists that carrier should not violate rule 37, modified by Principle 8 of Decision No. 119. (Decision No. 206.)

**207a. Brotherhood of Railroad Signalmen of America v. Bangor & Aroostook Railroad. (II, R. L. B., 197.)**

Question as to application of Article IX, Decision No. 5, and claim for reinstatement of signal employees. *Decided:* That claim is denied. Employees not party to or included in proceedings which resulted in issuance of Decision No. 5 and Decision No. 2 of this Board. (Decision No. 207.)

**208a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Michigan Central Railroad. (II, R. L. B., 197.)**

Request for pay for road service performed by certain building department employees. Employees contend that in view of the fact that outfit cars were at headquarters, and that they were sent out to work without their cars, they are entitled to continuous time until they return to such assembling point. *Decided:* That claim of employees is denied. (Decision No. 208.)

**209a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad. (II, R. L. B., 198.)**

Controversy as to payment of overtime to monthly-rated section men for service performed on Sundays and holidays. Employees claim that foremen should be paid for services rendered on Sundays and holidays in addition to their regular monthly salary. Carrier claims rules do not provide for payment for holidays. *Decided:* That claim of employees is denied. (Decision No. 209.)

**210a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway. (II, R. L. B., 200.)**

Controversy as to pay for foreman, engineering department, while held subject to call on Sundays and holidays. Employees contend that foreman in question should receive pay for all Sundays since the effective date of the maintenance of way national agreement. *Decided:* That the foremen are paid a monthly rate based on eight hours per day, exclusive of Sundays and holidays, and shall be paid additional compensation for work performed where held for duty on Sundays and holidays specified in the national agreement. The liberty granted these employees while off duty is just and reasonable and no pay shall accrue to them simply because they are required to notify the carrier where they may be reached in case of emergency. (Decision No. 210.)

**211a. Railway Employees' Department (Federated Shop Crafts), A. F. of L. et al. v. American Refrigerator Co. (II, R. L. B., 201.)**

Question as to jurisdiction of the Labor Board over the American Refrigerator Transit Co. *Decided:* That the company in question is not a common carrier and that it does not come within the provisions of the Transportation Act, 1920, which leaves the Labor Board without jurisdiction in the dispute presented. (Decision No. 211.)

**212a. Railway Employees' Department v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 201.)**

Shall certain employees be classified and paid as linemen or shall they be classified and paid as electricians? *Decided:* The Labor Board decides upon the evidence submitted that the employees in question are performing the classes

of work as specified in rule 140 of the national agreement, and shall be classified and paid as electricians in accordance with rule 43 of said agreement and subsequent adjustments that have been made in accordance with decisions of this Board. Employees regularly assigned to road service shall be paid a monthly salary in accordance with rule 15 of the national agreement. (Decision No. 212.)

**213a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Richmond, Fredericksburg & Potomac Railroad Co. (II, R. L. B., 203.)**

Dispute in connection with awarding bulletined position to senior employee. The carrier awarded the position to an employee who had 15 years' experience in the line of work to be handled, denying the assignment to another employee not having had necessary experience. *Decided:* That action of the carrier is sustained. (Decision No. 213.)

**214a. Detroit & Mackinac Railway Co. v. Brotherhood of Locomotive Engineers et al. (II, R. L. B., 204.)**

Controversy as to what shall constitute just and reasonable wages for the particular positions enumerated in this decision. *Decided:* That the carrier shall deduct from the rates of wages for each of the positions named in the decision 60 per cent of the increase granted since February 29, 1920. (Decision No. 214.)

**215a. Fort Smith & Western Railroad v. Certain Clerical and Station Employees. (II, R. L. B., 204.)**

Controversy as to what shall constitute just and reasonable wages for the particular positions enumerated in this decision. *Decided:* That the carrier shall deduct from rate of wages for certain positions enumerated in the decision 60 per cent of the increase granted since February 29, 1920. No change shall be made in the wage applicable to warehouse foremen. (Decision No. 215.)

**216a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New York Central Railroad. (II, R. L. B., 205.)**

Question as to pay due painter for two days' suspension account failure to report for work on Sunday. *Decided:* That inasmuch as evidence and statements submitted do not make out a case of unjust or wrongful discipline, management is sustained and claim of employee for two days' pay is denied. (Decision No. 216.)

**217a. American Railway Express Co. v. Brotherhood of Railroad Trainmen et al. (II, R. L. B., 206.)**

Question as to what shall constitute reasonable wages for employees and subordinate officials of the American Railway Express Co. *Decided:* That the rates heretofore established by authority of this Board shall be decreased as specified in articles 1 and 2 of this decision. (Decision No. 217.)

**218a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pennsylvania System. (II, R. L. B., 207.)**

Question as to the right of majority of employees in any craft to determine what organization shall represent them, and has the carrier complied with the law in the method pursued by it to ascertain who are the representatives of the shop employees with whom it shall negotiate rules. *Decided:* That the rules negotiated by the alleged representatives will be void and of no effect, and that a new election shall be held for the purpose of determining the choice of a majority of each of the respective crafts coming under the provisions of this decision. (Decision No. 218.)

**219a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Long Island Railroad. (II, R. L. B., 214.)**

Shall the carrier negotiate rules and working conditions affecting shop employees with the officers of the Federated Shop Crafts? *Decided:* That carrier shall enter into negotiations regarding rules and working conditions with the officers in question. (Decision No. 219.)

**220a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System. (II, R. L. B., 216.)**

Was the procedure adopted by the carrier to ascertain who should represent the employees in the clerical and station service, in the negotiation of rules, legal and binding on the employees? If not, what steps should be taken to name the representatives of said class of employees in the conference on rules and working conditions? *Decided:* That the election held by carrier was illegal and void, and that the rules negotiated will have no effect. Board orders another election held to determine choice of majority of each of three classes mentioned as to their representatives. (Decision No. 220.)

**221a. Order of Railroad Telegraphers v. Chicago Great Western Railroad. (II, R. L. B., 223.)**

Dispute regarding displacement of agent by demoted official. Employees state that there is no rule in their schedule which permits of the retention of seniority in the station and telegraph service by employees promoted or appointed to positions outside of the scope of the agreement. *Decided:* That position of employees is sustained. (Decision No. 221.)

**222a. Chicago & North Western Railway et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts). (II, R. L. B., 224.)**

Series of controversies relating to rules and working conditions of federated shop employees. *Decided:* That the seven rules approved by the Board corresponding to seven rules of national agreement are just and reasonable and shall apply to the carriers who are "parties to the dispute," except where carrier may have agreed with employees upon any one or more of said rules, in which case the rule or rules agreed upon shall apply on said road. (Decision No. 222.)

**223a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago Great Western Railroad. (II, R. L. B., 250.)**

Dispute regarding reinstatement of section laborer. *Decided:* That claim be denied. Because of employee's action in suspending work, carrier was justified in refusing to allow him to return to work. (Decision No. 223.)

**224a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Butler County Railroad. (II, R. L. B., 251.)**

Dispute concerning discharge of section foremen account affiliation with labor unions to which the men under them belonged. *Decided:* That employees shall be reinstated with full seniority rights, if any, and that reimbursement should be made for time lost, provided there existed on this road a rule guaranteeing pay for time lost as a result of unjust dismissal or suspension. (Decision No. 224.)

**225a. Atlantic Coast Line Railroad v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. (II, R. L. B., 257.)**

Shall general office clerks be included in the same agreement on rules and working conditions as the clerks outside the general offices, or shall the general office clerks be permitted to negotiate a separate agreement for themselves? *Decided:* That employees in question should be covered by same agreement as other clerks. Groups of employees covered by Decision No. 220 constitute class of employees covered by clerks' agreement. (Decision No. 225.)

**226a. Brotherhood of Railroad Signalmen of America v. Cleveland, Cincinnati, Chicago & St. Louis Railway. (II, R. L. B., 259.)**

Question as to classification of signal department employees. *Decided:* That the management should confer with employees with a view to establishing certain positions of assistant signal maintainers, in accordance with section 3, Article I of the signalmen's national agreement. (Decision No. 226.)

**227a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Texas & Pacific Railway. (II, R. L. B., 262.)**

Under Decision No. 119, have the carmen, represented by the Brotherhood of Railway Carmen of America, the right to represent the painters who have concluded an agreement with the management, dated June 3, 1921, negotiated

through representatives selected by the painters employed and who desire to retain the aforesaid agreement? *Decided:* That the system organization is entitled to negotiate agreement on rules and working conditions, including rules for the painters. Further ordered that parties proceed to negotiate such agreement. (Decision No. 227.)

**228a. San Diego & Arizona Railway v. Certain Specified Classes of Employees.** (II, R. L. B., 265.)

What shall constitute reasonable wages for various positions? *Decided:* That effective October 1, 1921, rates shall be established covering classes named in the various sections by deducting from increase granted subsequent to February 29, 1920, 60 per cent of such increase. (Decision No. 228.)

**229a. Electric Short Line Railway v. Brotherhood of Locomotive Engineers et al.** (II, R. L. B., 267.)

Question regarding proposed reduced rates covering train and engine service employees. *Decided:* That present rates applicable to engineers, motormen, firemen, conductors, and brakemen shall be reduced 20 per cent, effective October 16, 1921. (Decision No. 229.)

**230a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Kansas City, Mexico & Orient Railroad Co.** (II, R. L. B., 269.)

Dispute regarding seniority when authorized leave of absence overstayed by general chairman representing employees. *Decided:* That inasmuch as it has always been recognized practice to grant leave of absence to general chairmen, Board decides the carrier was unjustified and that this employee should be restored to seniority roster with standing prior to expiration of last leave granted. (Decision No. 230.)

**231a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway.** (II, R. L. B., 270.)

Claim of foreman for compensation during period when extra gang over which he had charge was laid off. *Decided:* That while rules quoted in the employees' position provide for retention of senior men in reduction of force or temporary assignment, inasmuch as employee mentioned made no effort to take advantage of these provisions, claim for compensation is denied. (Decision No. 231.)

**232a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway.** (II, R. L. B., 271.)

Controversy as to what shall constitute basic year for employees covered by maintenance of way national agreement. Employees claim that the hourly rate for all monthly-rated employees covered by the provisions of the national agreement should be computed by multiplying 306 by 8 and dividing the annual salary by the total hours. *Decided:* That employees' contention is denied. (Decision No. 232.)

**233a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Virginian Railway.** (II, R. L. B., 272.)

Shall the work performed on holidays by monthly-rated foremen be paid for in addition to the established monthly rate? *Decided:* That Decision No. 209 of the Labor Board covers the question in dispute and shall govern in this case. (Decision No. 233.)

**234a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Bessemer & Lake Erie Railroad Co.** (II, R. L. B., 272.)

Claim of employees that car repairers be compensated for suspension of five days. *Decided:* That claim of employees is denied. (Decision No. 234.)

**235a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway.** (II, R. L. B., 272.)

Controversy as to claim of freight department employees for pay covering time lost account sickness. Employees claim that past practice discloses employees absent from duty account sundry reasons for periods varying from 1 to 31 days

and have in every instance been paid for time lost. *Decided:* That claim of employees is sustained. Decision is arrived at on basis of national agreement rules and does not necessarily reflect attitude of Labor Board on similar questions submitted in compliance with Decision No. 119. (Decision No. 235.)

**236a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway. (II, R. L. B., 273.)**

Claim of clerk in freight claim department for pay while off duty account death in his family. *Decided:* That claim of employees is sustained. Decision is arrived at on basis of national agreement rules and does not necessarily reflect attitude of Labor Board on similar questions submitted in compliance with Decision No. 119. (Decision No. 236.)

**237a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago & North Western Railway. (II, R. L. B., 274.)**

Claim of clerk in auditor of passenger accounts department for pay while off duty account sickness. *Decided:* That claim of employees is sustained. Decision is arrived at on basis of national agreement rules and does not necessarily reflect attitude of Labor Board on similar questions submitted in compliance with Decision No. 119. (Decision No. 237.)

**238a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System. (II, R. L. B., 275.)**

Question as to rate at which vacancies should be bulletined for certain positions in accounting department. *Decided:* That the vacancy in question should have been bulletined at \$95 per month and that increase provided in Decision No. 2 should be added to this rate if it was established by authority of the United States Railroad Administration. (Decision No. 238.)

**239a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (II, R. L. B., 275.)**

Question as to bulletining of nonclerical positions. *Decided:* That inasmuch as this question was considered in accordance with Decision No. 119, interpretation of the rule of the national agreement involved at this time is not necessary. This does not, however, prohibit employees from presenting compensation claims as provided in agreement. (Decision No. 239.)

**240a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 276.)**

Classification of express messenger runs. Carrier states that the only question at issue is whether or not these runs are to be considered turnaround runs, and contends that turnaround service as contemplated by rule 76 of clerks' agreement refers only to service where the messenger is returned to home terminal each day or when one or more round trips are made every day, and that the service consisting of short trips and long trips can not be classed as short turnaround service simply because one or more round trips are made during a given month. *Decided:* That position of carrier is sustained. (Decision No. 240.)

**241a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Richmond, Fredericksburg & Potomac Railroad Co. (II, R. L. B., 277.)**

Was the action of the carrier in abolishing the position of chief car record clerk and creating the position of car accountant in Potomac Yards in conflict with national agreement rules, and does the position of car accountant come within the scope of said rules? *Decided:* That carrier's action in abolishing position of chief car record clerk and creating position of car accountant is not a violation of rule 84 of clerks' agreement. Position of car accountant in Potomac Yards is not within the scope of clerks' agreement. (Decision No. 241.)

**242a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System. (II, R. L. B., 278.)**

Bulletining of position of valuation accountant. *Decided:* That inasmuch as employee in question left carrier's service August 28, 1920, and position in question was abolished October 1, 1920, case is dismissed. (Decision No. 242.)

- 243a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Lines in Texas and Louisiana.** (II, R. L. B., 278.)

Controversy with regard to employee's claim for position. *Decided:* Employee not connected with carrier prior to being employed by the terminal association; that he entered the association soon after its organization; therefore, when association passed out of existence carrier was not obligated to furnish employment. (Decision No. 243.)

- 244a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Cincinnati, Indianapolis & Western Railroad Co.** (II, R. L. B., 279.)

Controversy as to position of price clerk not having been bulletined and not awarded to senior employee. Employees contend that senior qualified employee should have been assigned, and request reimbursement for the difference in the salary of the position he held and that of price clerk. *Decided:* That employees' position is sustained. (Decision No. 244.)

- 245a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System.** (II, R. L. B., 280.)

Controversy relative to compensation due clerk who had approximately 30 months' experience in clerical work similar to railroad service. *Decided:* That this employee possessed sufficient experience to entitle him to the increase of 13 cents per hour in accordance with section 2, Article II of Decision No. 2. (Decision No. 245.)

- 246a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).** (II, R. L. B., 281.)

Classification and rate of pay for red cap who works as janitor part of the time. *Decided:* That the position is properly classified as red cap and therefore does not come within the scope of the clerks' national agreement. (Decision No. 246.)

- 247a. American Train Dispatchers' Association v. New York Central Railroad.** (II, R. L. B., 281.)

Application of wage increase under Decision No. 2 to monthly-rated train dispatchers. *Decided:* That Interpretation No. 1 to Decision No. 2, providing that monthly increase should be based on 204 hours per month, covers question in dispute. (Decision No. 247.)

- 248a. American Train Dispatchers' Association v. Wabash Railway.** (II, R. L. B., 282.)

Question as to compensation due dispatcher for time lost account sickness. *Decided:* That while general practice precludes payment to division officers for time lost account sickness, where necessary to employ some one to fill vacancy, after giving consideration to circumstances, if so warranted, employee is paid for the period of absence. Inasmuch as dispatcher involved has been accorded customary treatment, claim is denied. (Decision No. 248.)

- 249a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Cleveland, Cincinnati Chicago & St. Louis Railway.** (II, R. L. B., 283.)

Controversy relative to compensation for employees in bridge and building department who are required to work, wait, or travel, as regulated by train service. *Decided:* That employees in question are properly compensated according to section (i) of maintenance of way employees' national agreement. (Decision No. 249.)

- 250a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway.** (II, R. L. B., 284.)

Shall the rate of coal-wharf foreman be applied to section foreman who supervises coal-chute operations on his section? *Decided:* That the larger portion of the work of the foreman in question is that of section foreman and he should therefore be classified and paid as such. (Decision No. 250.)

- 251a. **United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New York Central Railroad.** (II, R. L. B., 285.)

Dispute in connection with bulletined position not awarded to employee holding seniority. *Decided:* That seniority is first consideration in filling positions, but there must be coupled with seniority sufficient fitness and ability; therefore, employee assigned by carrier shall not be displaced. (Decision No. 251.)

- 252a. **Brotherhood Railroad Signalmen of America v. Missouri Pacific Railroad.** (II, R. L. B., 286.)

Rate of pay applicable to automatic signal maintainers in normal traffic zones handling wire and apparatus carrying less than 240 volts, classified under Federal control as signalmen, and paid as electrical workers, first class. *Decided:* That the increase provided in Decision No. 2 shall be applied to the rates established by the Railroad Administration. (Decision No. 252.)

- 253a. **United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.** (II, R. L. B., 288.)

Dispute regarding reinstatement of former section foreman for alleged insubordination account leaving his gang to visit with neighboring foreman. *Decided:* That claim for reinstatement is denied. (Decision No. 253.)

- 254a. **United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad.** (II, R. L. B., 288.)

Dispute regarding reinstatement of former section foreman dismissed account general unsatisfactory service. *Decided:* That claim for reinstatement is denied. (Decision No. 254.)

- 255a. **United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad.** (II, R. L. B., 288.)

Proper classification of and compensation for pumper who, the employees claim performed, in addition to his duties as pumper, special work requiring continuous alertness and application. Carrier contends that duties are similar to majority of other pumpers. *Decided:* That claim for reclassification and rate denied. (Decision No. 255.)

- 256a. **International Union of Steam and Operating Engineers v. Missouri Pacific Railroad.** (II, R. L. B., 290.)

Application of wage increase under Decision No. 2 to stationary engineers in roundhouses, paid on a monthly basis. *Decided:* That Interpretation No. 1 to Decision No. 2, providing that monthly increases should be based on 204 hours per month, covers question in dispute. (Decision No. 256.)

- 257a. **United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Cleveland, Cincinnati, Chicago & St. Louis Railway.** (II, R. L. B., 290.)

Request for reinstatement of former bridge and building foreman and claim for time lost. *Decided:* That employee left service voluntarily; therefore, reinstatement and pay for time lost is denied. (Decision No. 257.)

- 258a. **United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Detroit & Mackinac Railway Co.** (II, R. L. B., 293.)

Request for reinstatement of former section foreman dismissed for general unsatisfactory service. *Decided:* That request for reinstatement is denied. (Decision No. 258.)

- 259a. **Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Illinois Terminal Railroad.** (II, R. L. B., 293.)

Shall the carrier meet in conference and negotiate agreement with representatives of system federation? *Decided:* That carrier should select representatives and hold conferences not later than 15 days after receipt of this decision. (Decision No. 259.)

**260a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad. (II, R. L. B., 294.)**

Shall the rate of water service helpers be applied to section laborers for work performed incident to laying water and sewer pipes? *Decided:* That carrier was within its rights in assigning employees to assist in the performance of work in connection with laying pipes without changing the classification and rate. (Decision No. 260.)

**261a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 295.)**

Request for reinstatement of bridge and building gang foreman dismissed—reduced to another position which he failed to accept. *Decided:* That reinstatement shall not be granted. (Decision No. 261.)

**262a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region). (II, R. L. B., 295.)**

Request for reinstatement of assistant foreman dismissed from service. *Decided:* That request for reinstatement is denied. (Decision No. 262.)

**263a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System. (II, R. L. B., 295.)**

Request for reinstatement of clerk in stores department. *Decided:* That request for reinstatement is denied. (Decision No. 263.)

**264a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region). (II, R. L. B., 296.)**

Claim of outside yard clerk for pay for time lost while suspended from duty. *Decided:* That claim is denied. (Decision No. 264.)

**265a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region). (II, R. L. B., 296.)**

Claim of yard clerk for pay for time lost while under suspension. *Decided:* That claim is denied. (Decision No. 265.)

**266a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System (Eastern Region). (II, R. L. B., 296.)**

Request for reinstatement of yard clerk dismissed from service. *Decided:* That employees' request is denied. (Decision No. 266.)

**267a. Order of Railroad Telegraphers v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 296.)**

Claim for pay under overtime-and-call rule, in addition to compensation for regular assignment, for operator required to perform service outside of regular assigned hours. *Decided:* That claim of the employees is denied. (Decision No. 267.)

**268a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 297.)**

Are employees who operate multigraph machines entitled to an increase of 13 cents per hour or 10 cents per hour under Decision No. 2? *Decided:* That employees involved should be increased according to their experience, in accordance with sections 2 or 3, Article II of Decision No. 2. (Decision No. 268.)

**269a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 298.)**

Dispute concerning bulletined position not awarded senior applicant account California State law prohibiting employment of women for more than eight hours per day. *Decided:* That employee in question had sufficient fitness and ability, but in view of regulations of State welfare commission of State of California, Board sustains carrier's refusal to make assignment to a woman. (Decision No. 269.)

- 270a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 299.)**

Application for reinstatement of clerk. *Decided:* That employees' request be denied. (Decision No. 270.)

- 271a. American Train Dispatchers' Association v. Wabash Railway. (II, R. L. B., 299.)**

Request of assistant chief dispatcher for promotion to former position. *Decided:* That request is denied. (Decision No. 271.)

- 272a. American Train Dispatchers' Association v. Chicago & North Western Railway. (II, R. L. B., 299.)**

Claim of dispatchers for time worked in excess of regular assignment. As time worked was due to one day's sickness of dispatcher, which required each of two other dispatchers to work four hours overtime, the carrier allowed the two dispatchers in question one day each at their regular rate for this service and the third dispatcher one day's compensation for time off account sickness. *Decided:* That claim for overtime is denied. (Decision No. 272.)

- 273a. American Train Dispatchers' Association v. Chicago & North Western Railway. (II, R. L. B., 300.)**

Claim of train dispatcher for actual necessary expenses when required to leave established headquarters. *Decided:* That inasmuch as dispatcher in question was not required to leave his established headquarters for purpose of relieving dispatcher at another point, employees' claim is denied. (Decision No. 273.)

- 274a. American Train Dispatchers' Association v. Chicago, Milwaukee & St. Paul Railway. (II, R. L. B., 301.)**

Shall train dispatcher be reinstated with full seniority rights and paid for all time lost, after having failed to accept the position to which he was demoted? *Decided:* That request for reinstatement is denied. (Decision No. 274.)

- 275a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 301.)**

Request of clerk for reinstatement with pay for time lost. Dismissed account unsatisfactory service. *Decided:* That employees' request is denied. (Decision No. 275.)

- 276a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 302.)**

Claim for pay under call rule. Carrier claims that employee was paid for extra service in accordance with rules of agreement, in addition to compensation for regular assignment, account working on messenger run after expiration of eight hours on assigned business. *Decided:* That claim of employees is denied. (Decision No. 276.)

- 277a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Railway System. (II, R. L. B., 303.)**

Question as to proper date to be used as a basis in adding increases in wages under Decision No. 2 to positions increased on or after March 1, 1920. *Decided:* That Interpretation No. 2 to Decision No. 2, providing that increases shall be added to rates in effect at 12.01 a. m., March 1, 1920, applies. (Decision No. 277.)

- 278a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway. (II, R. L. B., 303.)**

Controversy regarding proper compensation for clerk temporarily assigned to higher rated position. Employees claim that clerk is entitled to the overtime rate of the temporary position. *Decided:* That claim of the employees is denied. (Decision No. 278.)

- 279a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway.** (II, R. L. B., 304.)

Claim for compensation for extra clerk at overtime rate for performing work in excess of 8 hours within a 24-hour period. Carrier claims that extra clerk was not assigned to any particular kind of work but merely filling vacant positions in various departments. *Decided:* That claim of employees is denied. (Decision No. 279.)

- 280a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf, Colorado & Santa Fe Railway.** (II, R. L. B., 304.)

Claim of clerical employees for additional compensation for work performed on Sunday afternoons during the summer months of the year 1920. Carrier claims it was not the established practice to give employees Saturday afternoons off. *Decided:* That claim of employees is denied. (Decision No. 280.)

- 281a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 305.)

Claim of the employees that the abolition of positions of second messenger and the creation of positions of helpers on express runs is in violation of rule 91 of clerks' national agreement which, in train service, eliminated necessity for these employees returning as messengers on westbound trains—resulting in their being classified as helpers and paid rate applicable to adjacent territory. *Decided:* That claim of employees is denied. (Decision No. 281.)

- 282a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 306.)

Request for reinstatement of express employee dismissed account absenting himself without permission. *Decided:* That employees' request is denied. (Decision No. 282.)

- 283a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 307.)

Request for reinstatement of express employee. *Decided:* That request is denied. (Decision No. 283.)

- 284a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway.** (II, R. L. B., 307.)

Claim of employees that position of telephone switchboard operator should be a clerical position and be included in the clerical seniority roster. Carrier claims that only clerical work performed by this employee is to keep a tally of the number of calls made. *Decided:* That claim of employees is denied. (Decision No. 284.)

- 285a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway.** (II, R. L. B., 308.)

Bulletining of position of voucher clerk, which employees claim was never actually vacated. Carrier states that the position was bulletined and assigned to senior qualified employee and the evidence indicates that all rules were strictly adhered to. *Decided:* That claim of employees is denied. (Decision No. 285.)

- 286a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Richmond, Fredericksburg & Potomac Railroad Co.** (II, R. L. B., 309.)

Are employees performing necessary duties in and around stations entitled to 12-cent increase under Decision No. 2? *Decided:* That employees in question are not station or platform freight handlers or truckers, therefore, are not entitled to increase of 12 cents specified in Decision No. 2. (Decision No. 286.)

- 287a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 309.)

Request for increased rate of pay for express messengers on one carrier to equalize with rates paid by another carrier operating between the same points. Carrier states that these differentials in rates have always existed. *Decided:* That request of employees is denied. (Decision No. 287.)

- 288a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway.** (II, R. L. B., 310.)

Request that position of ticket clerk be restored to the employee previously holding same, and that he be reimbursed for difference between the rate of said position and the position he has since held. The carrier states that a decrease in business necessitated the abolition of the position. *Decided:* That claim of employees is denied. (Decision No. 288.)

- 289a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana.** (II, R. L. B., 310.)

Seniority rights of employees accepting supervisory positions. *Decided:* That appointment to position of roadmaster did not constitute temporary appointment, and continuity of service was not disturbed by said appointment. (Decision No. 289.)

- 290a. New Orleans Great Northern Railroad v. Brotherhood of Locomotive Engineers et al.** (II, R. L. B., 312.)

Request of carrier for decrease in rates of pay for its train and engine service employees, maintenance of equipment employees, and agents and operators. *Decided:* That the decreased rates prescribed in this decision shall apply to the carrier in question. Decision contains dissenting opinion. (Decision No. 290.)

- 291a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Minneapolis, St. Paul & Sault Ste. Marie Railway.** (II, R. L. B., 321.)

Has the Federated Shop Crafts the right to negotiate an agreement covering employees performing mechanics' work in the maintenance and repair of water service equipment, coal-chute machinery, etc., coming under the jurisdiction of the bridge and building department? *Decided:* That if federation so elects, agreement may be made to cover all employees mentioned, provided this decision does not interfere with special rules necessary to properly operate said department. (Decision No. 291.)

- 292a. American Federation of Railroad Workers v. Philadelphia & Reading Railway.** (II, R. L. B., 322.)

Has the carrier complied with provisions of agreement which require 30 days' notice in writing before changing same? Employees claim they did not receive copy of revised rules proposed by the carrier. *Decided:* That the carrier has complied with the provisions of the agreement herein referred to. (Decision No. 292.)

- 293a. Brotherhood Railroad Signalmen of America v. Southern Pacific Co. (Pacific System).** (II, R. L. B., 323.)

Dispute in regard to proper compensation for hourly-rated employees sent out from home station to perform work. *Decided:* That sections 18 and 20 of signalmen's national agreement are properly applicable to the service in question. (Decision No. 293.)

- 294a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 324.)

Question as to assistant superintendent's position, vehicle service, coming within scope of agreement effective February 15, 1920. *Decided:* That the position in question does not come within the scope of agreement mentioned, and employees' request that it be bulletined for bid is denied. (Decision No. 294.)

- 295a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 325.)

Request that free sleeping quarters be established for train-service messengers. *Decided:* That inasmuch as this is not a requirement by order or agreement and such quarters are established voluntarily by carrier, claim of employees is denied. (Decision No. 295.)

- 296a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co.** (II, R. L. B., 326.)

Request for reinstatement of express employees, dismissed from service. *Decided:* That request for reinstatement is denied. (Decision No. 296.)

- 297a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 326.)**

Question as to proper method of rating inexperienced clerks. Employees contend that positions and not employees should be rated. The carrier contends that the agreement specifically preserves the right to rate employees for the first 12 months of service and thereafter pay the rate of the position to which assigned. *Decided:* That claim of employees is denied. (Decision No. 297.)

- 298a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 327.)**

Claim for the application of Decision No. 2 to part-time express employees who attend school and are employed on an hourly basis for short periods. *Decided:* That claim of employees is denied. (Decision No. 298.)

- 299a. Brotherhood of Locomotive Engineers et al. v. Ann Arbor Railroad et al. (II, R. L. B., 328.)**

Inquiry and proceedings instituted and conducted by the Labor Board regarding threatened general strike. *Decided:* That when any changes in wages, contracts, or rules are contemplated or proposed by either party, conferences must be had as directed by the Transportation Act, and where agreements are not reached, disputes must be brought before the Labor Board for adjustment, pending which no action shall be taken or changes made by either party. (Decision No. 299.)

- 300a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Nashville, Chattanooga & St. Louis Railway. (II, R. L. B., 329.)**

Request that rate of pay and overtime provisions of ash-pit men be applied to employees engaged in similar service, and that such overtime provisions be made retroactive to effective date of maintenance of way employees' national agreement. *Decided:* That at points where there is sufficient amount of work to occupy the time of one or more men, such man or men shall be paid the rate and receive the overtime conditions established by ash-pit men. This decision shall be effective as of November 1, 1921. (Decision No. 300.)

- 301a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway. (II, R. L. B., 330.)**

What increase, under the provisions of Decision No. 2, should have been applied to rates of pay for laborers employed at coal wharves on line of road and at terminals? *Decided:* That rates established by or under the authority of the Railroad Administration shall be the basis for applying increases under Decision No. 2 for the employees in question. (Decision No. 301.)

- 302a. Order of Railroad Telegraphers v. Denver Union Terminal Railway Co. (II, R. L. B., 331.)**

Claim of telegraph operator for pay under overtime-and-call rule for working the entire period of another assignment in addition to compensation for regular assignment. Carrier made payment at the straight-time rate of the position filled. *Decided:* That claim of employees is denied. (Decision No. 302.)

- 303a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 332.)**

Question as to proper classification and compensation for certain employees at wood-preserving plant. *Decided:* That inasmuch as evidence submitted is not sufficiently clear, Board is not justified in rendering decision and, therefore, directs that representatives of all parties directly interested arrange to jointly conduct further investigation and if unable to agree, to resubmit the case to the Labor Board. (Decision No. 303.)

- 304a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 333.)**

Claim of messenger for rate of pay applicable to position awarded by bulletin, account not having been assigned to new position within 10 days. *Decided:* That employee involved is entitled to the rate of position of express messenger between points mentioned on expiration of 10-day period allowed carrier for assignment. (Decision No. 304.)

**305a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 334.)**

Claim for additional compensation covering holiday service. Employees claim that they were required to take a day off in lieu of the holidays which they worked, but the carrier contends that the employees accepted the day off without protest, and when objection was made that the practice was discontinued. *Decided:* That claim of employees is sustained. (Decision No. 305.)

**306a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway. (II, R. L. B., 335.)**

Claim of clerical employees for 14 days' pay for 2 weeks' vacation. *Decided:* That claim of employees is denied. (Decision No. 306.)

**307a. Association of Colored Railway Trainmen v. Illinois Central Railroad et al. (II, R. L. B., 336.)**

Request for the discontinuance of rule covering reduction in force of train-service employees which provides that displacement will be made in the order of seniority regardless of color, but restricts the employment of Negroes in certain kinds of service. *Decided:* That Board can not approve of any discrimination favoring either white or colored employees in application of rule mentioned. Complaint dismissed and request denied. (Decision No. 307.)

**308a. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 337.)**

Question as to rate of pay applicable to new type of locomotive leased temporarily from other lines. *Decided:* That the rate covering locomotive temporarily borrowed shall be the same as the rates paid by the borrowing carrier for its locomotives which come within the corresponding "weight on drivers" classification. (Decision No. 308.)

**309a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Litchfield & Madison Railway. (II, R. L. B., 337.)**

Dispute regarding reinstatement of former section foreman. *Decided:* That request for reinstatement of employee is denied. (Decision No. 309.)

**310a. Brotherhood of Locomotive Firemen and Enginemen et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 337.)**

Request for amendment of schedule rule, which defines local or way freight service. *Decided:* That parties at interest having agreed upon settlement, same is withdrawn from consideration by the Board. (Decision No. 310.)

**311a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 338.)**

Request for rule guaranteeing men in assigned service same mileage per day for each day of assignment. *Decided:* That parties at interest having agreed upon settlement, case withdrawn from consideration by the Board. (Decision No. 311.)

**312a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 338.)**

Request for new rule allowing engineers and firemen 80-cent differential per 100 miles above valley rates on certain districts. *Decided:* Parties at interest agreed upon settlement in this case and withdrew same from consideration by the Board. (Decision No. 312.)

**313a. Brotherhood of Locomotive Firemen and Enginemen et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 338.)**

Request for new rule allowing engineers and firemen to report for and be relieved from duty at passenger station. *Decided:* Parties at interest agreed upon settlement and withdrew case from consideration by the Board. (Decision No. 313.)

**314a. Brotherhood of Locomotive Firemen and Enginemen et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 339.)**

Request for rules providing for payment of initial and terminal switching and delays on the minute basis. *Decided:* Parties at interest have agreed on settlement and case is withdrawn from consideration by this Board. (Decision No. 314.)

**315a. Brotherhood of Locomotive Firemen and Enginemen et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 339.)**

Request for new rule providing that the adjustment of claims will establish the basis for adjustment of similar claims. *Decided:* Parties at interest having agreed on settlement, case is withdrawn from consideration by this Board. (Decision No. 315.)

**316a. Brotherhood of Locomotive Firemen and Enginemen et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 339.)**

Request for rules governing hostler service. *Decided:* Parties at interest agreed upon settlement of this case and withdrew same. (Decision No. 316.)

**317a. Brotherhood of Locomotive Firemen and Enginemen v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 339.)**

Time claim of fireman account being refused permission to displace engineer on hostling position. *Decided:* Parties at interest having agreed upon settlement, case is withdrawn from consideration by Board. (Decision No. 317.)

**318a. Brotherhood of Railroad Trainmen et al. v. Southern Pacific Co. (Pacific System). (II, R. L. B., 340.)**

Claim of brakemen in suburban passenger service for minimum passenger day for extra service performed before beginning regular assignment during October, 1919. *Decided:* That because of matters in dispute having occurred before passage of Transportation Act, Board is without jurisdiction. Application is therefore dismissed. (Decision No. 318.)

**319a. Brotherhood of Railroad Trainmen et al. v. Southern Pacific Co. (Pacific System). (II, R. L. B., 340.)**

Claim of conductors and other trainmen, assigned to through and irregular freight service, for local rates of pay. *Decided:* That matter complained of having occurred prior to passage of Transportation Act, Board is without jurisdiction. (Decision No. 319.)

**320a. Brotherhood of Railroad Trainmen et al. v. Southern Pacific Co. (Pacific System). (II, R. L. B., 341.)**

Claim for time consumed by through and irregular freight crews setting out and putting in cars and trains en route. *Decided:* That matter complained of having occurred before passage of Transportation Act, Board decides it is without jurisdiction. (Decision No. 320.)

**321a. Brotherhood of Railroad Trainmen et al. v. Southern Pacific Co. (Pacific System). (II, R. L. B., 341.)**

Claim of passenger brakeman for deadhead one way to terminal and return in service. *Decided:* That matters complained of having occurred prior to passage of Transportation Act, Board is without jurisdiction. (Decision No. 321.)

**322a. Brotherhood of Railroad Trainmen v. Louisville & Nashville Railroad. (II, R. L. B., 341.)**

Claim for back pay under provision of Decision No. 2 for employee dismissed from service during the retroactive period of said decision. *Decided:* That employees dismissed from the service for any reason are entitled to back pay for services performed during the retroactive period, except such employees who voluntarily suspend work and come within the scope of Order No. 1 and Decision No. 1, issued by the Labor Board. (Decision No. 322.)

**323a. Brotherhood of Railroad Trainmen et al. v. Louisville & Nashville Railroad. (II, R. L. B., 342.)**

Claim of conductor for work-train rate of pay while on duty in yard service. *Decided:* That employee's claim can not be sustained. (Decision No. 323.)

**324a. Brotherhood of Railroad Trainmen et al. v. Louisville & Nashville Railroad (II, R. L. B., 343.)**

Claim of conductors that all runs on system be considered as new runs and advertised as such, account general wage increase. *Decided:* That rules similar to this are of general nature and usually apply to individual or small groups of runs, but are not intended to apply when general increase is made applicable to all runs on system. Refusal of carrier to rebulletin runs is sustained. (Decision No. 324.)

**325a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad. (II, R. L. B., 344.)**

Request for relief from payment of water license for water furnished employees residing in company-owned houses. *Decided:* Request denied, provided there is no change made by the carrier in regard to the present arrangement as to rental. (Decision No. 325.)

**326a. Brotherhood of Locomotive Firemen and Enginemen et al. v. Chicago, Terre Haute & Southeastern Railway. (II, R. L. B., 344.)**

Request for reinstatement of engineer dismissed account sliding the drivers on engine. *Decided:* That in view of this employee's personal record in service he shall be reinstated without impairment to seniority. (Decision No. 326.)

**327a. American Federation of Railroad Workers v. Chicago, Terre Haute & Southeastern Railway. (II, R. L. B., 345.)**

Controversy regarding dismissal of carmen. *Decided:* That dismissal by carrier is sustained. (Decision No. 327.)

**328a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Mobile & Ohio Railroad (II, R. L. B., 345.)**

The question in dispute is in regard to the right of carrier to lay off carpenter gangs and to contract for the building of a new depot by construction company. *Decided:* That carrier did not violate the provisions of the agreement. (Decision No. 328.)

**329a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Denver & Rio Grande Railroad. (II, R. L. B., 346.)**

Controversy regarding discharge of bridge and building carpenter. *Decided:* That the employee in question shall be reinstated to former position with seniority rights unimpaired. Request for compensation covering time lost denied. (Decision No. 329.)

**330a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Union Pacific Railroad. (II, R. L. B., 346.)**

Dispute regarding payment of overtime to monthly-rated employees in the maintenance of way department. Employees claim that the hourly rate of monthly-rated employees should be based on 306 eight-hour days per year. *Decided:* That claim of employees is denied. (Decision No. 330.)

**331a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & Eastern Illinois Railway Co. (II, R. L. B., 347.)**

Classification and rate of pay for employees assigned as engine supply men. *Decided:* That employees in question come under provisions of section 8, Article III, Decision No. 2, and shall be paid accordingly. (Decision No. 331.)

**332a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chesapeake & Ohio Railway. (II, R. L. B., 348.)**

Was the carrier justified in discontinuing a 3-cent differential to carpenter foremen and carpenters, which differential was specified in agreement entered into prior to Government control? *Decided:* That inasmuch as the discontinuance of this differential (which was in effect a reduction in pay) should have been properly handled in accordance with provisions of Transportation Act, said differential shall be restored. (Decision No. 332.)

- 333a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Wheeling & Lake Erie Railway. (II, R. L. B., 348.)**

Request for leave of absence and transportation for general chairmen. *Decided:* That request of this employee is justified. Recognized and time-honored practice to grant leave of absence and transportation to general chairmen representing large groups of employees. (Decision No. 333.)

- 334a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Cincinnati, Indianapolis & Western Railroad. (II, R. L. B., 349.)**

Dispute concerning carrier's method of reducing expenses. *Decided:* That the carrier did not violate provisions of agreement in making reductions outlined. Employees' claim for pay for time lost is denied. (Decision No. 334.)

- 335a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway. (II, R. L. B., 351.)**

Claim of employees that derrick engineers and firemen in the maintenance of way department have the right to positions of engine watchmen. Carrier claims that there is no rule in agreement preventing discontinuance of an unnecessary position nor preventing an employee in one department working jointly in two departments. *Decided:* That claim is denied. (Decision No. 335.)

- 336a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway. (II, R. L. B., 351.)**

Claim of employees for travel time account removal of headquarters of carpenter gang. Carrier claims that Railroad Administration decision gave employees (members of gangs) the privilege of riding to and from headquarters Monday morning and Saturday nights but did not extend this allowance to employees subsequently entering such gangs of their own accord. *Decided:* That employees' claim is denied. (Decision No. 336.)

- 337a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway. (II, R. L. B., 352.)**

Question as to right of carrier in assigning bridge carpenter to operate derrick in conjunction with other duties. *Decided:* That carrier has not violated any of the provisions of agreement in so assigning the work. (Decision No. 337.)

- 338a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Ann Arbor Railroad. (II, R. L. B., 353.)**

Is it the intention of the rules governing the Federated Shop Crafts that employees be paid for time traveling to their home station when such employees are permitted to go to bed for five hours or more on the cars on which they are traveling? *Decided:* That under provisions of rule in effect, employees in question shall be paid for travel time regardless of whether relieved and allowed to rest five or more hours on cars in which traveling. (Decision No. 338.)

- 339a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Trinity & Brazos Valley Railway. (II, R. L. B., 353.)**

Question as to seniority rights of general foreman assigned as bridge and building foreman. *Decided:* That the appointment to roadmaster's position did not constitute temporary appointment; that continuity of service was not disturbed by said appointment, and that as a result of being demoted employee is not entitled to position of bridge and building foreman. (Decision No. 339.)

- 340a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 354.)**

Claim of employees that former night derrick engineer, whose position was abolished, is entitled to displace junior day derrick engineer. Rules provide that promotion shall be based on ability, merit, and seniority, and that the management shall be the judge. *Decided:* That claim of employees is denied. (Decision No. 340.)

- 341a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).* (II, R. L. B., 355.)

Question as to proper classification of car repairer alleged to be performing blacksmith's work. *Decided:* That if employee performs work specified in joint statement, classification is proper, but if work in addition to that mentioned is performed, he should be reclassified and paid as blacksmith. (Decision No. 341.)

- 342a. *United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. St. Louis & Hannibal Railroad.* (II, R. L. B., 355.)

Request that former section foreman be returned to position with pay for time lost. *Decided:* That employees' claim is denied. This employee is now acting as bridge and building carpenter, receiving a higher rate of compensation than section foreman, and appears to be satisfied. (Decision No. 342.)

- 343a. *Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Rock Island & Pacific Railway.* (II, R. L. B., 356.)

Request for reinstatement of employee dismissed from service. *Decided:* That request for reinstatement of employee in question is denied. (Decision No. 343.)

- 344a. *Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Boston & Maine Railroad.* (II, R. L. B., 356.)

Request of employee for return to his former position as pier foreman. *Decided:* That request of employees is denied. (Decision No. 344.)

- 345a. *Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Union Pacific System.* (II, R. L. B., 356.)

Dispute concerning bulletined position not awarded senior applicant, account Nebraska State law prohibiting employment of women for more than 54 hours in one week. *Decided:* That in view of the laws of the State of Nebraska with respect to the hours of employment for women, the Board sustains the carrier's refusal to make assignment. (Decision No. 345.)

- 346a. *Brotherhood of Railroad Trainmen et al. v. Northwestern Pacific Railroad* (II, R. L. B., 357.)

Claim for additional pay for extra brakeman performing short turn-round passenger service. *Decided:* Parties at interest having agreed upon settlement, case is withdrawn from consideration by Board. (Decision No. 346.)

- 347a. *Northwestern Pacific Railroad v. Brotherhood of Railroad Trainmen et al.* (II, R. L. B., 358.)

Claim regarding application of through freight rates to service now paying passenger rates where crew is required to perform miscellaneous service en route. *Decided:* That under rules in effect, claim for through freight rates is not justified. (Decision No. 347.)

- 348a. *Brotherhood of Railroad Trainmen et al. v. Northwestern Pacific Railroad.* (II, R. L. B., 359.)

Claim of conductor and crew for one day's pay account handling water car en route. *Decided:* Parties at interest agreed upon settlement and withdrew same from consideration by this Board. (Decision No. 348.)

- 349a. *American Federation of Railroad Workers v. Toledo & Ohio Central Railway* (II, R. L. B., 360.)

Question as to application of increases under Decision No. 2 for stationary firemen. *Decided:* That Interpretation No. 1 to Decision No. 2, providing that monthly increases should be based on 204 hours per month, covers question in dispute. (Decision No. 349.)

- 350a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).* (II, R. L. B., 360.)

Shall the employees who exercise direct supervision over and are held responsible for the work of coach cleaners receive 5 cents per hour above maximum paid coach cleaners at points employed? *Decided:* Yes. (Decision No. 350.)

- 351a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 361.)**

Claim for back pay for employee who resigned from one department and accepted service in another department of the same carrier. *Decided:* That claim of employee is denied. (Decision No. 351.)

- 352a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 361.)**

Proper classification and rating for certain pump-house employees. *Decided:* That the increases specified in Decision No. 2 should be added to the rate established by the Railroad Administration, inasmuch as employees in question are considered engineers within meaning of Supplement No. 7 to General Order No. 27. (Decision No. 352.)

- 353a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Cleveland, Cincinnati, Chicago & St. Louis Railway. (II, R. L. B., 362.)**

Was employee entitled to overtime for first shift worked in car department after making change, by exercising seniority rights? *Decided:* That the overtime rate should have been allowed this employee for the first shift of change referred to, inasmuch as the national agreement rule makes no distinction as to whether or not employee is transferred at instance of carrier or of his own accord. (Decision No. 353.)

- 354a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Louisville & Nashville Railroad. (II, R. L. B., 363.)**

Claim of employee for back pay for time lost account having been denied the privilege of displacing the junior employee in the subdepartment in which he was working. The carrier originally claimed that seniority began anew upon each promotion, but agreed to cumulative seniority and the right of displacement provided the railroad company would not be thereby penalized. *Decided:* That employees' contention is denied. (Decision No. 354.)

- 355a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad. (II, R. L. B., 364.)**

Claim of employees for punitive overtime rate for Sunday wrecking service. *Decided:* That claim of employees is denied. (Decision No. 355.)

- 356a. Brotherhood Railroad Signalmen of America v. New York Central Railroad. (II, R. L. B., 364.)**

What rate of pay is applicable to signal department helper assigned temporarily as assistant signal maintainer? *Decided:* That temporary employee should have received same rate of pay allowed the employee permanently assigned to the position. (Decision No. 356.)

- 357a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Minneapolis & St. Louis Railroad Co. (II, R. L. B., 366.)**

Shall system federation representing Federated Shop Crafts negotiate an agreement covering mechanics in bridge and building department? *Decided:* That agreement between system federation shall, if federation elects, cover all employees comprised in craft or class, provided such procedure does not operate to prevent negotiation of necessary special rules. (Decision No. 357.)

- 358a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Missouri Pacific Railroad. (II, R. L. B., 367.)**

Shall differential for fire cleaners on Missouri Pacific Railroad be eliminated? *Decided:* No. (Decision No. 358.)

- 359a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. El Paso & Southwestern System. (II, R. L. B., 367.)**

Request for reinstatement of warehouse clerk dismissed from service. *Decided:* That employees' request is denied. (Decision No. 259.)

**360a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 367.)**

Request that position be bulletined, the rates of which were changed by the carrier in the general wage increase granted to express employees. *Decided:* That request of employees is denied. (Decision No. 360.)

**361a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 368.)**

Question as to application of Decision No. 3 increase to certain positions increased subsequent to March 1, 1921. *Decided:* That increases granted in Decision No. 3, covering employees in express service, shall be added to the rates in effect March 1, 1920. Employees' request therefore denied. (Decision No. 361.)

**362a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 369.)**

Request of employees that senior applicant be assigned to position in another seniority district. *Decided:* That claim of employees is denied. (Decision No. 362.)

**363a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 370.)**

Question as to application of Decision No. 3 increases to certain positions increased subsequent to March 1, 1920. *Decided:* That increase granted in Decision No. 3, covering employees in express service, shall be added to the rates in effect March 1, 1920. Employees' request therefore denied. (Decision No. 363.)

**364a. American Train Dispatchers Association v. Chicago, Milwaukee & St. Paul Railway. (II, R. L. B., 371.)**

Request for reinstatement of dispatcher dismissed from service. *Decided:* That as a result of evidence presented, including hearing before the Board, request of employees for reinstatement is denied. (Decision No. 364.)

**365a. Order of Railroad Telegraphers v. Louisville & Nashville Railroad. (II, R. L. B., 371.)**

Request of employees that certain positions of telegraph operators, which were abolished by the carriers account reduced work in offices located at former division terminal, be restored. *Decided:* That request of employees is denied. (Decision No. 365.)

**366a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway. (II, R. L. B., 372.)**

Reinstatement of receiving clerk dismissed from service. *Decided:* That as a result of evidence produced and proceedings of hearing before Board, request of employee in question is denied. (Decision No. 366.)

**367a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway. (II, R. L. B., 373.)**

Request of employees that senior applicant be assigned to position in another seniority district. *Decided:* That claim of employees is denied. (Decision No. 367.)

**368a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 374.)**

Claim of employees that certain clerical positions averaging five or more hours' clerical work per day regularly be classified in accordance with provisions of rule 4, Article II, of clerks' agreement. *Decided:* That claim of employees is sustained. (Decision No. 368.)

**369a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 374.)**

Request for equalization of rates of pay of two positions in the same department. *Decided:* That request of employees is denied. (Decision No. 369.)

**370a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 375.)**

Request of employees that position of stenographer and clerk in superintendent's office be classified as coming within the scope of the clerks' national agreement. *Decided:* That position in question does not come within the scope of the agreement. Claim of employee is therefore denied. (Decision No. 370.)

**371a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. American Railway Express Co. (II, R. L. B., 376.)**

Request for equalization of rate of position of assistant paymaster with rate of position of bookkeeper performing practically the same work. *Decided:* That the employees' request is denied. (Decision No. 371.)

**372a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 378.)**

Claim of employee, temporarily assigned to position of apron tender, for right to make displacement of a junior apron tender when position was abolished. *Decided:* That claim of employees is sustained. (Decision No. 372.)

**373a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Atchison, Topeka & Santa Fe Railway. (II, R. L. B., 378.)**

Request for reinstatement of clerk. *Decided:* Based on evidence before it, Board decides that request for reinstatement is denied. (Decision No. 373.)

**374a. Order of Railroad Telegraphers v. Chicago, Rock Island & Pacific Railroad. (II, R. L. B., 379.)**

Claim of telegrapher not assigned to regular Sunday service for compensation under overtime and call rules of agreement between carrier and employees. The carrier claims that an emergency existed, no extra employees were available, and that employee was compensated at rate of position he filled. *Decided:* That position of carrier is sustained. - (Decision No. 374.)

**375a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 380.)**

Claim of transfer foreman for compensation covering vacation period. *Decided:* That past practice shall govern in this dispute and employees' claim is therefore denied. (Decision No. 375.)

**376a. Order of Railroad Telegraphers v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 381.)**

Claim of telegrapher for compensation at time and one-half rate for service performed after completion of day's work. Carrier claims that the operator was required to lay off his regular assignment and to report for the other position, and was compensated under section (a) of Article VII of agreement. *Decided:* That position of carrier is sustained. (Decision No. 376.)

**377a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Western Maryland Railway. (II, R. L. B., 382.)**

Shall freight-house truckers receive pay for service performed after having received advance notice that they would be required to work? *Decided:* That dispute in question covers difference of opinion between carrier and employees as to application of certain national agreement rules, and inasmuch as no specific claims have been presented, case is removed from docket and file closed. (Decision No. 377.)

**378a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 382.)**

Controversy regarding claim of stenographer for vacation with pay. *Decided:* That in accordance with past practice the employee involved in this dispute is not entitled to vacation with pay. (Decision No. 378.)

- 379a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).** (II, R. L. B., 383.)

Question as to abolition and creation of certain positions conflicting with rule 84 of agreement. *Decided:* That there was no violation of rule 84 of agreement in the reorganization of department in question, therefore carrier's position is sustained. (Decision No. 379.)

- 380a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway.** (II, R. L. B., 384.)

Claim of clerk in office of assistant to division superintendent for work performed in claim department. *Decided:* That inasmuch as authority vested in the Board by the Transportation Act does not extend beyond territorial limits of United States, Board decides it has no jurisdiction in this case. (Decision No. 380.)

- 381a. **Order of Railroad Telegraphers v. Nashville, Chattanooga & St. Louis Railway (Nashville Terminals).** (II, R. L. B., 384.)

Request that rate of pay of operator-leverman be increased to rate formerly paid operator doing similar kind of work at another point in same yard. *Decided:* That request of employees is denied. (Decision No. 381.)

- 382a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railway.** (II, R. L. B., 385.)

Request for increased rates of pay of milk handlers. *Decided:* That request of employees is denied. (Decision No. 382.)

- 383a. **Order of Railroad Telegraphers v. Louisville & Nashville Railroad.** (II, R. L. B., 386.)

Claim of copy operator, assigned to duty seven days a week, for compensation for Sundays on which the regular duties of his position were handled by train dispatcher. The carrier states that decreased Sunday work enabled train dispatcher to handle copy operator's work. *Decided:* That claim of employees is denied. (Decision No. 383.)

- 384a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Mobile & Ohio Railroad.** (II, R. L. B., 387.)

How shall the increases specified in Decision No. 2 be applied to laborers, store helpers, and stockmen employed in the store department? The employees claim that the laborers in question perform more than four hours' clerical work per day and should be paid as clerks. *Decided:* That claim of employees is denied. (Decision No. 384.)

- 385a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Minneapolis, St. Paul & Sault Ste. Marie Railway.** (II, R. L. B., 388.)

Request for increased rates of pay for milk handlers. *Decided:* Request of employees is denied. (Decision No. 385.)

- 386a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad.** (II, R. L. B., 389.)

Claim of clerk in mechanical superintendent's office for vacation with pay. *Decided:* That, in accordance with past practice, employee in question is not entitled to compensation requested. (Decision No. 386.)

- 387a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway.** (II, R. L. B., 389.)

Question as to warehouse employees being paid double time for work performed on Sundays and holidays. *Decided:* That this controversy does not involve specific compensation claims, therefore will be considered addenda to rule's submission presented in accordance with Decision No. 119. Docket is therefore closed. (Decision No. 387.)

- 388a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 390.)**

Question as to restoration of employee to position of seal clerk and payment of difference in salary. *Decided:* That as a request has been made for withdrawal of the dispute, case is removed from the docket and file closed. (Decision No. 388.)

- 389a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 390.)**

Dispute concerning bulletining of new position and vacancies. *Decided:* Withdrawal having been requested, case is removed from the docket and file closed. (Decision No. 389.)

- 390a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 390.)**

Dispute concerning vacation period for certain clerical employees. *Decided:* Withdrawal having been requested, case is removed from the docket and file closed. (Decision No. 390.)

- 391a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York Central Railroad. (II, R. L. B., 390.)**

Are employees engaged in loading and unloading cars and performing work of a similar nature entitled to increase of 12 cents per hour or 8½ cents per hour? Carrier contends that 8½ cents per hour is proper compensation. *Decided:* That the employees in question are not storeroom freight handlers or truckers within the intent of section 7, Article II of Decision No. 2, and that the carrier's claim is sustained. (Decision No. 391.)

- 392a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York Central Railroad. (II, R. L. B., 391.)**

Claim of senior clearing house employee for bulletined position in the correspondence rate department. *Decided:* Agreed in hearing November 3, 1921, that this dispute should receive further investigation. This case is therefore removed from the docket and file closed. (Decision No. 392.)

- 393a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York Central Railroad. (II, R. L. B., 393.)**

Request for reinstatement of clerk dropped from service without reduction in force. *Decided:* Employees having requested withdrawal and carrier having concurred therein, case is removed from the docket and file closed. (Decision No. 393.)

- 394a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 392.)**

Claim of clerk for additional compensation account performing additional work in maintenance of way department. *Decided:* Board believes authority vested in it by Transportation Act does not extend beyond the territorial limits of the United States, therefore case is removed from docket and file closed. (Decision No. 394.)

- 395a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 392.)**

Claim of clerical employes for Saturday afternoon off, with pay, in accordance with rule 57, clerks' national agreement. *Decided:* Withdrawal of this dispute having been requested, case is removed from docket and file closed. (Decision No. 395.)

- 396a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway. (II, R. L. B., 392.)**

Request for reinstatement of clerk, office of comptroller. *Decided:* That request of employees is denied. (Decision No. 396.)

**397a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Central Railroad of New Jersey. (II, R. L. B., 393.)**

Claim of employees that hoisting engineers when required to do mechanics' work should be paid mechanics' rate. *Decided:* That Decision No. 2 has been properly applied and therefore claim of employees is denied. (Decision No. 397.)

**398a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Texas & Pacific Railway. (II, R. L. B., 394.)**

Question as to reinstatement of former section foreman with pay for time lost. *Decided:* That claim for reinstatement is denied. (Decision No. 398.)

**399a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Gulf Coast Lines. (II, R. L. B., 394.)**

Question as to reinstatement and pay of former car inspector. *Decided:* That the dismissal of this employee was not justified; that he shall be reinstated and paid for time lost less any amount he may have earned at other employment since date of dismissal. (Decision No. 399.)

**400a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway. (II, R. L. B., 394.)**

Application Decision No. 2 to telegraph and telephone linemen coming within scope of rule 15 of national agreement covering Federated Shop Crafts. *Decided:* That Interpretation No. 3 to Decision No. 2 shall govern in applying increases to telegraph and telephone linemen in question. (Decision No. 400.)

**401a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts) v. Missouri, Kansas & Texas Railway. (II, R. L. B., 395.)**

Question as to reinstatement of machinist and payment for time lost. *Decided:* That this employee's dismissal was not justified and that he shall be reinstated with seniority rights unimpaired. (Decision No. 401.)

**402a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts) v. Missouri Pacific Railroad. (II, R. L. B., 396.)**

Question as to reinstating former boilermaker with full seniority rights. *Decided:* That in view of evidence before it, this employee shall be reinstated with full seniority rights and be paid for time lost, less any amount earned at other employment since dismissal. (Decision No. 402.)

**403a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts) v. Gulf Coast Lines. (II, R. L. B., 397.)**

Question as to reinstatement of former car inspector and payment for time lost. *Decided:* Based upon evidence submitted, employee in question was unjustly dismissed and shall be reinstated to former position with seniority rights unimpaired and paid for time lost less any amount earned since date of his dismissal. (Decision No. 403.)

**404a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts) v. Atchison, Topeka & Santa Fe Railway. (II, R. L. B., 397.)**

Shall former blacksmith be reinstated with full seniority rights and be paid for time lost? *Decided:* As a result of evidence submitted that claim for reinstatement is denied. (Decision No. 404.)

**405a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts) v. Chicago, Rock Island & Pacific Railroad. (II, R. L. B., 397.)**

Question as to telephone and telegraph supervisors being permitted to perform mechanics' work in violation of rule 32 of national agreement. *Decided:* That Board does not construe language of rule 32 to prohibit supervisory employees from instructing other employees in the performance of their work—necessitating performing certain mechanics' work. However, employees in question have been performing service other than properly assigned to mechanics, which is contrary to the intent of above rule and should be discontinued. (Decision No. 405.)

**406a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 399.)**

Question as to certain specified positions of crossing watchmen being excepted from provisions of section (a-12), Article V, maintenance of way agreement. *Decided:* That further conference should be held in compliance with section (a-12), Article V. Carrier should consider case on basis of present conditions. Rates established by carrier in 1917 should have no bearing on the question at issue. (Decision No. 406.)

**407a. Brotherhood Railroad Signalmen of America v. New York Central Railroad (West of Buffalo). (II, R. L. B., 401.)**

Question (1) as to application Addendum No. 2 to Decision No. 119 to overtime rates on regular and special assignments. (2) Does Addendum No. 2 affect payment under the call rule as embodied in the national agreement? *Decided:* (1) Under provisions of Addendum No. 2 to Decision No. 119, pro rata rate shall be paid for regular and special assignments of signal department employees, etc. (2) Inasmuch as call rule referred to specifies allowance of "two hours at overtime rate," Board decides that the overtime provisions of Addendum No. 2 shall apply in connection with the application of this rule. (Decision No. 407.)

**408a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 402.)**

Question as to right of carrier to lay off certain section laborers whose services had proven unsatisfactory and retain employees junior in the service when reductions in force were made. *Decided:* After considering evidence before it, Board decides that the carrier was within its rights in reducing force in the manner outlined. (Decision No. 408.)

**409a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Missouri Pacific Railroad. (II, R. L. B., 403.)**

Dispute regarding assignment of working foremen at small outlying points. *Decided:* That in this case the carrier was not justified in displacing this employee; that he shall be reinstated to his former position with seniority rights unimpaired, but having declined position offered shall be reimbursed only to the extent that he suffered a wage loss. (Decision No. 409.)

**410a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Great Northern Railway. (II, R. L. B., 405.)**

Question as to reinstatement of machinist dismissed from service and allowing payment for time lost. *Decided:* After carefully considering both written and oral evidence, Board decides that this employee shall be reinstated to his former position without impairment of seniority rights, but paid for time lost. (Decision No. 410.)

**411a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Pennsylvania System. (II, R. L. B., 405.)**

Question concerning supervisory employees receiving payment under provisions of agreement between United States Railroad Administration and the United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers for overtime performed after eight hours. *Decided:* That in accordance with the rules of the agreement mentioned, employees in question are not entitled to overtime for service performed. (Decision No. 411.)

**412a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway. (II, R. L. B., 406.)**

Shall foremen in the maintenance of way department be permitted to have an agreement separate from other employees in that department who had previously taken a ballot to establish their claim to the right of representation. *Decided:* That under the circumstances the carrier was justified in taking the ballot mentioned and that inasmuch as this action was conducted with the approval of interested parties, it shall be considered bona fide and the result considered final. (Decision No. 412.)

**413a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Sioux City Terminal Railway. (II, R. L. B., 407.)**

Has carrier the right to arbitrarily reduce wages of maintenance of way employees without authorization of the Board or consent of employees to such reduction. *Decided:* No. (Decision No. 413.)

**414a. Petition of Brotherhood of Painters, Decorators, and Paperhangers of America for Rehearing on Docket No. 735, Decision No. 227. (II, R. L. B., 408.)**

Application of organization for rehearing on Docket No. 735, Decision No. 227. *Decided:* After carefully considering motion for rehearing, Board declines to reopen case. (Decision No. 414.)

**415a. International Union of Steam and Operating Engineers v. New York Central Railroad. (II, R. L. B., 408.)**

Are stationary engineers in the employ of carrier mentioned properly classified and paid? *Decided:* That in the absence of agreement between the complainant organization and carrier, investigation shall be made to determine the character of the work being performed by the employees in question. If unable to reach agreement, matter may again be submitted to the Board in accordance with section 301 of the Transportation Act. (Decision No. 415.)

**416a. International Union of Steam and Operating Engineers v. New York Central Railroad. (II, R. L. B., 409.)**

Question as to proper classification and pay of stationary engineers. *Decided:* That joint investigation shall be held for benefit of interested parties; if no agreement reached, matter may again be referred to the Board as provided in Transportation Act. (Decision No. 416.)

**417a. International Union of Steam and Operating Engineers v. New York Central Railroad. (II, R. L. B., 409.)**

Proper classification and pay of stationary engineers. *Decided:* That agreement not having been reached, joint investigation should be held, giving interested parties an opportunity to participate; if agreement can not be reached, matter may again be submitted, as provided in Transportation Act. (Decision No. 417.)

**418a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Long Island Railroad. (II, R. L. B., 410.)**

Question as to polling watchmen in order to ascertain what organization shall negotiate working agreement and form of ballot. *Decided:* That a poll shall be taken, in which all interested parties will be privileged to participate, for the purpose of ascertaining the representatives of the employees who are to conduct negotiations with the carrier. (Decision No. 418.)

**419a. International Association of Railroad Supervisors of Mechanics v. Chicago, Rock Island & Pacific Railway. (II, R. L. B., 413.)**

Dispute regarding right of organization in question to negotiate rules and working conditions affecting supervisory positions in the mechanical department. *Decided:* That a poll shall be taken, in which all interested parties will be privileged to participate, for the purpose of ascertaining the representatives of the employees who are to conduct negotiation with the carrier. (Decision No. 419.)

**420a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. New York Central Railroad. (II, R. L. B., 416.)**

Request that three employees now classified and paid as drawbridge operators be reclassified and paid as levermen. *Decided:* That claim for reclassification and rate of levermen is denied. (Decision No. 420.)

**421a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Grand Trunk Railway System (Western Lines). (II, R. L. B., 417.)**

Are employees who were in the service of the carrier May 1, 1920, and who remained therein up to and including 12.01 a. m., July 20, 1920, and employees who entered the service subsequent to May 1, 1920, and remained therein up to and including 12.01 a. m., July 20, 1920, entitled to the increases established by Decision No. 2 for the time so served? *Decided:* Yes. See Interpretation No. 19 to Decision No. 2. (Decision No. 421.)

- 422a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Detroit & Toledo Shore Line Railroad.* (II, R. L. B., 417.)

Alleged refusal of carrier to negotiate rules and working conditions. *Decided:* That case be considered closed. However, should further evidence be submitted, such evidence will be given due consideration. (Decision No. 422.)

- 423a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System).* (II, R. L. B., 418.)

Question regarding proper compensation for three employees temporarily assigned to perform emergency telegraph line work. *Decided:* That the service in question should be compensated in accordance with rule 10; therefore, the employees in question should be reimbursed the difference between the amount they would have earned according to rule 10 and that allowed by rule 15. (Decision No. 423.)

- 424a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. New York Central Railroad.* (II, R. L. B., 419.)

Request for reinstatement of former machinist dismissed from the service account alleged insubordination. *Decided:* That claim for reinstatement is denied. (Decision No. 424.)

- 425a. *American Federation of Railroad Workers v. Toledo & Ohio Central Railway.* (II, R. L. B., 419.)

Dispute growing out of difference of opinion as to the right of organization to represent certain employees in the mechanical crafts. *Decided:* That conference be arranged between interested parties for the purpose of conducting further ballot (previous vote to be considered void) in accordance with procedure outlined in Decision No. 218 of this Board. (Decision No. 425.)

- 426a. *Boston & Maine Railroad et al. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al.* (II, R. L. B., 421.)

Carriers' request for elimination of rate inequalities. *Decided:* That effective December 16, 1921, the present differential between daily-rated employees and those working on a six- and seven-day-per-week basis shall be abolished by reducing daily rate of seven-day-per-week employees to the daily rate paid six-day-per-week employees. (Decision No. 426.)

- 427a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 423.)

Request for continuation of national agreement in accordance with rule extending Decision No. 2 to include this carrier. *Decided:* That this case be considered closed, in view of agreement subsequently negotiated between parties named. (Decision No. 427.)

- 428a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 423.)

Question concerning application of Decision No. 2 to seamstresses in upholstery department. *Decided:* That agreement having been negotiated subsequent to filing this dispute, case is considered closed without prejudicing right of interested parties in making further submission if necessary. (Decision No. 428.)

- 429a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 424.)

Alleged violation rules 39 and 49 of national agreement. *Decided:* Subsequent to filing this dispute agreement had been negotiated and consummated. Case is therefore considered closed. (Decision No. 429.)

- 430a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 424.)

Dismissal of car cleaner in alleged violation of rule 37 of national agreement. *Decided:* Subsequent agreement having been negotiated and consummated between above-named parties, case is considered closed. (Decision No. 430.)

- 431a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 424.)

Dispute regarding protest against carrier's plan of employee representation. *Decided:* In view of the fact that subsequent to filing this dispute agreement has been negotiated between above-named parties, case is considered closed. (Decision No. 431.)

- 432a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 425.)

Alleged violation of national agreement in closing certain shops and refusing to recognize committee. *Decided:* Agreement having been subsequently negotiated and consummated, case will be considered closed without prejudicing right of either party in submitting further submission. (Decision No. 432.)

- 433a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 425.)

Question regarding dismissal of seven woman car cleaners. *Decided:* Agreement having been subsequently negotiated and consummated between the above-named parties, case will be considered closed. (Decision No. 433.)

- 434a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 425.)

Dispute in regard to alleged violation of rule 37 of national agreement in dismissal of car cleaner. *Decided:* That this case will be considered closed, as Board understands that subsequent to filing this dispute agreement has been consummated between above-named parties. (Decision No. 434.)

- 435a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 426.)

Alleged violation rules 32 and 33 of national agreement. *Decided:* Board understands that subsequent to filing this dispute agreement has been negotiated and consummated between above-named parties. Case closed without prejudicing right of parties in making further submission if desired. (Decision No. 435.)

- 436a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 426.)

Dispute in regard to dismissal of general chairman of sheet-metal workers. *Decided:* Board understands that subsequent to filing this dispute agreement had been negotiated and consummated between interested parties. Case is therefore considered closed. (Decision No. 436.)

- 437a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 427.)

Alleged violation of national agreement rules 1, 27, and 36 in closing certain repair shops. *Decided:* Because of agreement having been negotiated and consummated subsequent to filing of this dispute, case will be considered closed. (Decision No. 437.)

- 438a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 427.)

Alleged violation of national agreement in dismissing car cleaner. *Decided:* Because of agreement having been negotiated and consummated subsequent to filing of this dispute, case will be considered closed. (Decision No. 438.)

- 439a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co. (II, R. L. B., 427.)

Question concerning increasing basic day to 9 hours, making total of 50 hours per week. *Decided:* Because of agreement having been negotiated and consummated subsequent to filing of this dispute, case will be considered closed. (Decision No. 439.)

- 440a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 428.)

Correct computation of overtime worked by certain employees in the truck department. *Decided:* Case will be considered closed, in view of the fact that Board understands an agreement has been negotiated and consummated subsequent to filing of this dispute. (Decision No. 440.)

- 441a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 428.)

Question regarding alleged dismissal of carman. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 441.)

- 442a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 428.)

Controversy regarding reinstatement of employee to position of painter mechanic. *Decided:* Agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 442.)

- 443a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 429.)

Controversy regarding dismissal of car cleaners. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 443.)

- 444a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 429.)

Dispute concerning alleged discharge of car cleaner. *Decided:* Agreement having been negotiated and consummated subsequent to filing of this dispute, case will be considered closed. (Decision No. 444.)

- 445a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 430.)

Dispute concerning dismissal of car cleaner. *Decided:* Subsequent to filing of this dispute with Board for decision, agreement has been negotiated and consummated; therefore, case is considered closed. (Decision No. 445.)

- 446a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 430.)

Dispute concerning discharge of six car cleaners. *Decided:* Subsequent to filing of this dispute with the Board for decision, agreement has been negotiated and consummated; therefore, case is considered closed. (Decision No. 446.)

- 447a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 430.)

Question regarding correct overtime rate affecting certain employees in the trimming department. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 447.)

- 448a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 431.)

Controversy regarding dismissal of blacksmith helper. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 448.)

- 449a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 431.)

Question regarding discharge of electrical worker. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 449.)

- 450a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 431.)

Controversy regarding dismissal of four car cleaners. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 450.)

- 451a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 432.)

Controversy regarding unjust dismissal of seven car cleaners. *Decided:* Subsequent to filing of this dispute with Board for decision, agreement has been negotiated; therefore, same is considered closed. (Decision No. 451.)

- 452a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 432.)

Dispute regarding dismissal of machinist. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 452.)

- 453a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 433.)

Question regarding violation of rule 37 of the national agreement. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 453.)

- 454a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 433.)

Question regarding dismissal of vacuum operators. *Decided:* Because of agreement having been negotiated and consummated subsequent to the filing of this dispute, case will be considered closed. (Decision No. 454.)

- 455a. *Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pullman Co.* (II, R. L. B., 433.)

Dispute regarding dismissal of five car cleaners. *Decided:* Subsequent to filing of this dispute agreement has been consummated; therefore, case is considered closed. (Decision No. 455.)

- 456a. *United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Arizona Eastern Railroad.* (II, R. L. B., 434.)

Question as to employees represented by above organization being entitled to rules and working agreement provided in Decision No. 119. *Decided:* Request for withdrawal having been received, case is considered closed. (Decision No. 456.)

- 457a. *Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Illinois Central Railroad.* (II, R. L. B., 434.)

Request for reinstatement of three clerks. *Decided:* Interested parties having agreed to the withdrawal of this dispute, case is removed from the docket and file closed. (Decision No. 457.)

- 458a. *Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Illinois Central Railroad.* (II, R. L. B., 434.)

Dispute in connection with bulletined position not awarded to senior employee, carrier claiming that the employee who was denied assignment was not qualified by experience or training to perform the duties of the position, which required other than clerical ability. *Decided:* Based on evidence before it, including proceedings of hearing, Board sustains action of the carrier. (Decision No. 458.)

- 459a. *Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System).* (II, R. L. B., 435.)

Dispute regarding payment of certain clerical employees on monthly basis instead of daily basis. *Decided:* That this case shall be removed from the docket and the files closed, inasmuch as rule in dispute has been considered in previous conferences in accordance with Decision No. 119. (Decision No. 459.)

**460a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad. (II, R. L. B., 436.)**

Shall clerk in the freight station be permitted to exercise seniority rights in the office of superintendent of transportation? *Decided:* That the officers in question are not within the same seniority district as contemplated in article quoted; therefore, employees' claim is denied. (Decision No. 460.)

**461a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Illinois Central Railroad. (II, R. L. B., 437.)**

Claim of certain clerical employees in the general offices for additional compensation covering Saturday afternoon service. *Decided:* That the language in rule 57, clerks' agreement, provides for allowing employees to be off a part of the day on Saturdays (where such practice is in effect), but in cases of emergency it does not provide for compensation on such days. (Decision No. 461.)

**462a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway. (II, R. L. B., 438.)**

Request of employees that engine-crew caller be permitted to exercise his seniority to displace crew caller in another department at the same point after his position had been abolished and the duties thereof transferred to other callers. *Decided:* Inasmuch as national agreement rules mentioned have not been violated, claim of employees is denied. (Decision No. 462.)

**463a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad. (II, R. L. B., 439.)**

Question regarding the right of clerk in chief dispatcher's office to exercise seniority rights in the local freight office, the carrier claiming that the two positions were not in the same seniority district. *Decided:* That under the provisions of the rules in effect employee mentioned should be permitted to exercise his seniority rights to the position in the local freight office. (Decision No. 463.)

**464a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad. (II, R. L. B., 440.)**

Question regarding right of clerk to exercise seniority rights in connection with abolishment of position. *Decided:* Both parties to this dispute having requested withdrawal, case is removed from the docket and file closed. (Decision No. 464.)

**465a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway. (II, R. L. B., 440.)**

Question as to continuation of rate established by Railroad Administration governing check clerks after expiration of Federal control. *Decided:* That the rate established (\$91 per month) will, in accordance with clerks' agreement, Decision No. 2 of this Board and the Transportation Act, remain in effect until changed by agreement or decision of this Board. (Decision No. 465.)

**466a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 441.)**

Dispute regarding classification and compensation of baggageman-clerk, a change in which the employees claim established a new position and required the payment of rate for similar kind and class of work in the seniority district where the change was made. *Decided:* Based on evidence submitted, with respect to the duties of this position, Board sustains carrier's position. (Decision No. 466.)

**467a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri, Kansas & Texas Railway. (II, R. L. B., 442.)**

Request for reinstatement of two clerks dismissed from the service for alleged violation of carrier's rules. *Decided:* That request for reinstatement is denied. (Decision No. 467.)

- 468a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway.** (II, R. L. B., 444.)

Claim for compensation covering work performed Saturday afternoons. *Decided:* That the language in rule 57 of clerks' agreement provides for allowing employees to be off a part of the day on Saturdays (where such practice is in effect), but in cases of emergency it does not provide for compensation on such days. (Decision No. 468.)

- 469a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway.** (II, R. L. B., 445.)

Compensation claim covering work performed Saturday afternoons. *Decided:* That the language in rule 57, clerks' agreement, provides for allowing employees to be off a part of the day on Saturdays (where such practice is in effect), but in cases of emergency it does not provide for compensation on such days. (Decision No. 469.)

- 470a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway.** (II, R. L. B., 446.)

Claim for additional compensation covering Saturday afternoon service. *Decided:* That the language in rule 57, clerks' agreement, provides for allowing employees to be off a part of the day on Saturdays (where such practice is in effect), but in cases of emergency it does not provide for compensation on such days. (Decision No. 470.)

- 471a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway.** (II, R. L. B., 447.)

Question as to inclusion of toll bridge collector's position within scope of rule 1, Article I, national agreement. *Decided:* That the position in question does not come within the scope of agreement; therefore, employees' claim is denied. (Decision No. 471.)

- 472a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Erie Railroad.** (II, R. L. B., 447.)

Controversy as to reinstatement and compensation for time lost. *Decided:* Parties at interest having requested withdrawal, case is removed from docket and file closed. (Decision No. 472.)

- 473a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway.** (II, R. L. B., 448.)

Time claim of various clerks, account election service. *Decided:* That claim is denied. (Decision No. 473.)

- 474a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway.** (II, R. L. B., 448.)

Dispute regarding alleged abolishment of past practice whereby employees receive compensation for time lost. *Decided:* Evidence indicates no specific dispute involved, and inasmuch as question of pay for time lost was disposed of in Decision No. 119, case is removed from the docket and file closed. (Decision No. 474.)

- 475a. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway.** (II, R. L. B., 448.)

Compensation claim of yard clerk account not being permitted to exercise seniority rights. *Decided:* That employee in question possessed requirements necessary to perform duties of position in question and under rules quoted is entitled to rate applicable to the position; therefore employees' position is sustained. (Decision No. 475.)

**476a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 449.)**

Shall general office clerks be included in the same agreement on rules and working conditions as the clerks outside the general offices, or shall the general office clerks be permitted to negotiate a separate agreement for themselves? *Decided:* That employees in question should be covered by same agreement as other clerks. Groups of employees covered by Decision No. 220 constitute class of employees covered by clerks' agreement. (Decision No. 476.)

**477a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Illinois Central Railroad. (II, R. L. B., 450.)**

Shall general office clerks be included in the same agreement on rules and working conditions as the clerks outside the general offices, or shall the general office clerks be permitted to negotiate a separate agreement for themselves? *Decided:* That employees in question should be covered by same agreement as other clerks. Groups of employees covered by Decision No. 220 constitute class of employees covered by clerks' agreement. (Decision No. 477.)

**478a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway. (II, R. L. B., 451.)**

Dispute regarding request of clerk for reinstatement with pay for all time lost. *Decided:* That the purpose of discipline having been fulfilled by suspension served, employee shall be reinstated to former position, but without compensation for time lost. (Decision No. 478.)

**479a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway. (II, R. L. B., 452.)**

Does rule 49, clerks' agreement, prescribing a monthly rate basis to cover all services rendered apply to positions of warehouse foremen? *Decided:* That the position of warehouse foremen is not analogous to those defined as "other office and station employees" in rule 1, clerks' agreement; therefore, rule 49 is not applicable to the position. Position of employees is sustained. (Decision No. 479.)

**480a. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 453.)**

Request that engineer be reinstated and paid for time lost. *Decided:* That employee in question shall be reinstated without pay for time lost, provided he gives assurance to proper officials of willingness to abide by rules. (Decision No. 480.)

**481a. Order of Railway Conductors et al. v. Louisville & Nashville Railroad. (II, R. L. B., 455.)**

Controversy regarding claim of conductors for mine and switching run rate. *Decided:* That under provisions of schedule and instructions issued when the straightaway runs were inaugurated, in addition to actual station switching, employees' position is sustained. (Decision No. 481.)

**482a. Brotherhood of Locomotive Engineers et al. v. New York, Ontario & Western Railway. (II, R. L. B., 456.)**

Controversy over payment of terminal mileage on milk trains operated as first class. *Decided:* As provided in Article V, engineers' schedule, engineers and firemen on milk trains receive freight service rates; therefore, claim is denied. Article IV (on which employees' claim is based) refers to passenger service only. (Decision No. 482.)

**483a. Brotherhood of Locomotive Engineers et al. v. Philadelphia & Reading Railway. (II, R. L. B., 457.)**

Request for outside hostler rate for hostlers making main-track movements. *Decided:* That outside hostler rates shall apply when required to handle engines between passenger stations and enginehouse or yards or on main tracks. (Decision No. 483.)

- 484a. *Brotherhood of Railroad Trainmen v. Colorado & Southern Railway.* (II, R. L. B., 459.)

Controversy as to proper rate of pay for footboard yardmasters under Decision No. 2. *Decided:* That if employee in question is required to perform duties of engine foreman in addition to yardmaster duties, 40 cents per day in excess of foreman's rate is just and reasonable and should be applied. (Decision No. 484.)

- 485a. *Brotherhood of Locomotive Engineers et al. v. El Paso & Southwestern System.* (II, R. L. B., 460.)

Claim for mileage under Article XXVII of engineers and firemen's joint schedule. *Decided:* Parties at interest having agreed upon settlement, case is withdrawn from consideration by the Board. (Decision No. 485.)

- 486a. *Brotherhood of Locomotive Engineers et al. v. El Paso & Southwestern System.* (II, R. L. B., 461.)

Claim of engineers and firemen account being run around in yard. Carrier denied claim. *Decided:* After considering evidence submitted, carrier's position sustained. (Decision No. 486.)

- 487a. *Order of Railway Conductors et al. v. Los Angeles & Salt Lake Railroad.* (II, R. L. B., 462.)

Question regarding proper compensation for brakemen in local passenger service. *Decided:* That the \$30 per month specified in section 1, Article VII, Decision No. 2, should be added to the monthly rate established by General Order No. 27. Same method of procuring daily and hourly basis of pay shall be maintained. (Decision No. 487.)

- 488a. *Brotherhood of Locomotive Engineers et al. v. Virginian Railway.* (II, R. L. B., 463.)

Request for abolishment of rule 3, special instructions in current time card, governing train operation. Carrier contends that the promulgation of operating rules is solely a managerial question and that it must have the right to make the rules which it feels will result in safe operation. *Decided:* That position of carrier is sustained. (Decision No. 488.)

- 489a. *United Association of Railway Employees of North America v. Chicago, Milwaukee & St. Paul Railway.* (II, R. L. B., 464.)

Controversy regarding dismissal of various yardmen and carrier's refusal to hear committee. *Decided:* Not being able to determine wherein rules have been violated by carrier, case is dismissed. (Decision No. 489.)

- 490a. *United Association of Railway Employees of North America v. Chicago, Terre Haute & Southeastern Railway.* (II, R. L. B., 465.)

Submission involving dismissal of four brakemen. *Decided:* Employees in question having been dismissed account employment applications not having been approved, Board unable to determine wherein any rules violated by carrier. Case therefore dismissed. (Decision No. 490.)

- 491a. *Order of Railway Conductors et al. v. Northwestern Pacific Railroad.* (II, R. L. B., 465.)

Time claim of conductor and crew for switching at terminal. *Decided:* Matter complained of in this application having occurred prior to the passage of the Transportation Act, Board decides it has no jurisdiction, and application is therefore dismissed. (Decision No. 491.)

- 492a. *United Association of Railway Employees of North America v. Pittsburgh & Lake Erie Railroad.* (II, R. L. B., 465.)

Request for reinstatement of yard brakemen dismissed account taking lunch period without permission of conductor in charge, thereby delaying work assigned to the crew. *Decided:* That request for reinstatement is denied. (Decision No. 492.)

- 493a. Brotherhood of Railroad Trainmen et al. v. Chicago, St. Paul, Minneapolis & Omaha Railway. (II, R. L. B., 466.)**

Reinstatement request of conductor with pay for time lost. *Decided:* Case is withdrawn from consideration by Board, agreement having been reached between interested parties. (Decision No. 493.)

- 494a. Order of Railway Conductors et al. v. Chicago & Eastern Illinois Railway Co. (II, R. L. B., 466.)**

Question regarding carrier's privilege to rearrange short turnaround passenger runs, thus avoiding excessive mileage or overtime. *Decided:* Question withdrawn from consideration by Board, inasmuch as parties at interest have agreed upon settlement. (Decision No. 494.)

- 495a. Order of Railway Conductors et al. v. Chicago, St. Paul, Minneapolis & Omaha Railway. (II, R. L. B., 466.)**

Claim for reinstatement of conductor dismissed from service. *Decided:* That matter complained of having occurred before passage of Transportation Act, Board decides it has no jurisdiction. (Decision No. 495.)

- 496a. Brotherhood of Railroad Trainmen v. International & Great Northern Railway. (II, R. L. B., 466.)**

Controversy as to reinstatement of yard foreman with pay for time lost since dismissal. *Decided:* That the employees' contention can not be sustained, and claim is therefore denied. (Decision No. 496.)

- 497a. Brotherhood of Railroad Trainmen et al. v. Houston & Texas Central Railroad. (II, R. L. B., 467.)**

Request of brakeman for reinstatement and pay for time lost. *Decided:* That claim shall be denied. (Decision No. 497.)

- 498a. Order of Railway Conductors et al. v. Bangor & Aroostook Railroad. (II, R. L. B., 467.)**

Dispute regarding request for reinstatement of conductor with pay for time lost. *Decided:* That the violation of important operating rules can not be overlooked; therefore, employees' request for reinstatement is denied. (Decision No. 498.)

- 499a. Railroad Yardmasters of America v. Toledo & Ohio Central Railway. (II, R. L. B., 468.)**

Request for reinstatement of yardmasters dismissed from service. *Decided:* After carefully considering all circumstances in connection with this case, claim is denied. (Decision No. 499.)

- 500a. United Association of Railway Employees of North America v. Belt Railway of Chicago. (II, R. L. B., 468.)**

Request for reinstatement and pay for time lost by yard brakeman and yard conductors, dismissed account inefficient service. *Decided:* That claim is denied. Existing conditions could not, apparently, be otherwise corrected. (Decision No. 500.)

- 501a. Atchison, Topeka & Santa Fe Railway et al. v. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers. (II, R. L. B., 469.)**

Series of controversies relating to rules and working conditions of maintenance of way employees. *Decided:* That the rules approved and promulgated by the Labor Board are just and reasonable and shall apply to the employees affected and to the carriers who are "parties to the dispute," except where carriers may have agreed with their employees upon any one or more of said rules, in which case the rule or rules agreed upon shall apply on said road. (Decision No. 501.)

- 502a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Nashville, Chattanooga & St. Louis Railway. (II, R. L. B., 478.)**

Question as to carrier and clerks' organization negotiating agreement containing rules and working conditions governing certain clerical employees. *Decided:* That request of organization for right to make agreement is denied. Nothing in this decision, however, shall infringe upon right of employees not members of the organization representing the majority, to present grievances. (Decision No. 502.)

**503a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Florida East Coast Railway. (II, R. L. B., 478.)**

Question as to organization with which carrier shall negotiate agreement covering rules and working conditions for management of clerical and station service. *Decided:* That organization representing the majority of clerical employees had the right to negotiate agreement applying to classes included within scope of said agreement. (Decision No. 503.)

**504a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Louisville & Nashville Railroad. (II, R. L. B., 480.)**

(1) Shall carrier negotiate agreement with federated committee representing employees composing various crafts? (2) Proper application Addendum No. 2 to Decision No. 119 and effect of Decision No. 222 upon employees involved in this dispute. *Decided:* Because of similarity in work of six shop crafts, considered practicable to treat them as constituting class of employees mentioned in Transportation Act and Decision No. 119 of the Board; that said crafts may enter into joint agreement if so elected, provided system federation represents a majority of each craft. (3) Provisions Addendum No. 2 to Decision No. 119 shall be applied in accordance with method prescribed therein, together with Interpretation No. 1 thereto. (Decision No. 504.)

**505a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway. (II, R. L. B., 481.)**

Claim of employees that proper seniority date of clerk in superintendent's office should be the date on which the position was classified as clerk. The carrier contends that seniority should date from the time employee entered the service. *Decided:* That rules of clerks' agreement are not retroactive in their aspect; therefore, position of carrier is sustained. (Decision No. 505.)

**506a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Missouri Pacific Railroad. (II, R. L. B., 482.)**

Dispute with reference to indefinite leave of absence, stenographer, master mechanic's office. Carrier claims that rule 46, clerks' agreement, does not provide for indefinite leave of absence except for physical disability, or as provided in rule 47. *Decided:* That in accordance with rules 46 and 47, clerks' agreement, Board sustains carrier's position. (Decision No. 506.)

**507a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway. (II, R. L. B., 483.)**

Claim of clerk, chief dispatcher's office, for compensation covering time lost account sickness. *Decided:* Based on evidence before it, Board decides that past practice shall govern in this dispute; therefore, employee's claim is denied. (Decision No. 507.)

**508a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Colorado & Southern Railway. (II, R. L. B., 483.)**

Claim for time lost account sickness; clerk, local freight office. *Decided:* That in conformity with past practice and the necessity of employing some one to perform work of absentee's position, Board denies claim of employees. (Decision No. 508.)

**509a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 484.)**

Dispute involving abolishment of past practice in claiming pay for time absent account sickness. *Decided:* File in this case is closed, inasmuch as parties at interest have requested its withdrawal. (Decision No. 509.)

**510a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 484.)**

Dispute as to furnishing clerical employees' representative with copy of seniority roster. *Decided:* That position of employees is sustained, inasmuch as rule 22 of national agreement provides that duly accredited representative shall receive copy of seniority roster. (Decision No. 510.)

- 511a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 485.)**

Dispute as to furnishing duly accredited representative of employees with copy of seniority roster. *Decided:* In accordance with rule 22 of national agreement (quoted) copy of seniority roster shall, upon request, be furnished duly accredited representative. (Decision No. 511.)

- 512a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 486.)**

Proper rate of pay applicable to clerk in office of auditor passenger accounts. *Decided:* That inasmuch as evidence submitted is not sufficiently clear and interested parties are agreeable to conducting further conferences, case is returned and file closed. (Decision No. 512.)

- 513a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 486.)**

Question as to increasing positions of apron tenders at various stations in accordance with Decision No. 2. *Decided:* That the employees in question do not belong to the class of employees properly entitled to the 13-cent increase mentioned. (Decision No. 513.)

- 514a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. St. Louis & Hannibal Railroad. (II, R. L. B., 487.)**

Dispute as to agreement negotiations affecting maintenance of way employees. *Decided:* To consider case closed. If no agreement reached after further conference, dispute will be given due consideration upon being so advised. (Decision No. 514.)

- 515a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Pennsylvania System. (II, R. L. B., 488.)**

Question concerning increase applicable to gang leaders or laborers under Decision No. 2 provisions. *Decided:* That the employees in question are entitled to increase of not less than 13 cents per hour, the minimum hourly increase accruing to any positions of supervisory nature specifically referred to in Decision No. 2. (Decision No. 515.)

- 516a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Missouri Pacific Railroad. (II, R. L. B., 488.)**

Dispute pertaining to dismissal of two boilermakers. *Decided:* That organization in question having requested withdrawal of this case, docket is therefore considered closed. (Decision No. 516.)

- 517a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Pennsylvania System. (II, R. L. B., 488.)**

Request for pay for time lost by carpenters account illegal strike of train and engine service employees. *Decided:* That, based on facts contained in statement, claim of employees for time lost is denied. (Decision No. 517.)

- 518a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Delaware, Lackawanna & Western Railroad. (II, R. L. B., 489.)**

Shall painters covered by paragraph (b), Decision No. 92 of this Board, receive the 15-cent increase specified in Decision No. 2, in addition to rates in effect March 1, 1920? *Decided:* Yes. (Decision No. 518.)

- 519a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Central Railroad of New Jersey. (II, R. L. B., 489.)**

Claim for compensation account carrier reducing working days to five days per week after extensive reduction in force had been made. *Decided:* That claim for payment account reduction in days per week shall be denied, inasmuch as carrier did not violate rule referred to. (Decision No. 519.)

**520a. International Brotherhood of Firemen and Oilers v. Southern Pacific Co. (Pacific System). (II, R. L. B., 490.)**

Dispute pertaining to payment covering Sunday and holiday service. *Decided:* That this case is considered closed and if further submission is made, evidence previously submitted will be considered in connection with resubmission if desired. (Decision No. 520.)

**521a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway. (II, R. L. B., 490.)**

Dispute pertaining to the exercise of seniority rights to first-shift position when second shift abolished. *Decided:* That agreement having been reached between representatives of interested parties as to the application of section (e), Article II of the national agreement to pumpers, employees' claim is denied. (Decision No. 521.)

**522a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway. (II, R. L. B., 491.)**

Request for compensation at rate of time and one-half for ninth and tenth hours of continuous service for extra gang laborers removing snow from right of way. *Decided:* That claim of employees is denied. (Decision No. 522.)

**523a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Buffalo, Rochester & Pittsburgh Railway. (II, R. L. B., 492.)**

Dispute involving rights of track laborers in service less than six months. *Decided:* That seniority principle should be adhered to as closely as possible in reducing forces; however, agreement is not construed as imperative that carrier regard seniority until employees in question have served six months. Employees' claim denied. (Decision No. 523.)

**524a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Chicago & North Western Railway. (II, R. L. B., 493.)**

What constitutes an "isolated point" as applied to engine watchmen referred to in section (a-12), Article V of national agreement, except engine watchmen whose duties connected with taking care of engines consume more than 50 per cent of their time on duty. *Decided:* That engine watchmen at isolated points are those located at other than division terminals where there is no supervision and maintenance work is not performed on locomotives. (Decision No. 524.)

**525a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago, St. Paul, Minneapolis & Omaha Railway. (II, R. L. B., 494.)**

(1) Has system federation right to negotiate agreement covering water-service employees under jurisdiction maintenance of way department? (2) Have Federated Shop Crafts right to include water-service employees in their agreement? *Decided:* (1) Yes. (2) Yes. (Decision No. 525.)

**526a. Brotherhood of Railroad Trainmen v. Virginian Railway. (II, R. L. B., 494.)**

Request for reinstatement of yard conductor dismissed from service. *Decided:* That this employee shall be reinstated without pay for time lost. (Decision No. 526.)

**527a. Brotherhood of Railroad Trainmen v. Kansas City Southern Railway. (II, R. L. B., 495.)**

Dispute as to reinstatement of brakeman dismissed from service. *Decided:* That the claim of this employee can not be sustained, in view of past record and responsibility for this accident. (Decision No. 527.)

**528a. Brotherhood of Railroad Trainmen et al. v. Interstate Railroad. (II, R. L. B., 496.)**

Controversy as to request for reinstatement and pay of switchman dismissed from service. *Decided:* After considering facts in case, employees in question shall be reinstated and paid for time lost since date of dismissal. (Decision No. 528.)

**529a. Brotherhood of Railroad Station Employees v. Boston Terminal Co. (II, R. L. B., 498.)**

Question involving application rule 66, national agreement, to daily-rated clerical and station employees. *Decided:* As previously decided in Decision No. 426 of this Board, rule 66 referred to does not apply to clerical and station employees, therefore, claim of employees is denied. (Decision No. 529.)

**530a. Order of Railroad Telegraphers v. Wabash Railway. (II, R. L. B., 498.)**

Dispute relating to alleged violation of provisions of agreement in the abolishment and establishment of certain positions. *Decided:* As a result of evidence submitted, that carrier's action is in violation of rule 24 of agreement quoted. (Decision No. 530.)

**531a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York, New Haven & Hartford Railroad. (II, R. L. B., 499.)**

Question involving reinstatement of former ticket sorters with pay for time lost. *Decided:* That positions for which employees in question make claim having been abolished, Board orders dispute removed from the docket and file closed. (Decision No. 531.)

**532a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway. (II, R. L. B., 499.)**

Request for reinstatement of clerk dismissed account overstaying leave of absence. *Decided:* That employees' request is denied. (Decision No. 532.)

**533a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 500.)**

Request for reinstatement of clerk in local freight office. *Decided:* That request for reinstatement is denied; however, back pay shall be paid under Decision No. 2 and in accordance with section 5, Interpretation No. 19 to Decision No. 2, prior to date of dismissal. (Decision No. 533.)

**534a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Norfolk & Western Railway. (II, R. L. B., 500.)**

Claim of telephone operator for right to exercise seniority to position on clerical seniority roster. Carrier states, and it is not denied by the employees, that the position was not included on the roster. *Decided:* That claim of employees is denied. (Decision No. 534.)

**535a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 501.)**

Claim of employees that yard checker is entitled to rate paid clerk with more than one year's experience. *Decided:* Because of this employee's previous experience he is entitled to rate applying to clerk with more than one year's experience; therefore, position of employees is sustained. (Decision No. 535.)

**536a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 501.)**

Dispute involving carrier's refusal to grant transportation to general chairman. *Decided:* That employee should be furnished free transportation inasmuch as he is still an employee on leave of absence. (Decision No. 536.)

**537a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway. (II, R. L. B., 502.)**

Controversy as to compensation due employees not granted annual vacation for year 1921. *Decided:* That carrier's practice did not allow compensation for annual vacations not granted; therefore claim of employees is denied. (Decision No. 537.)

- 538a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway. (II, R. L. B., 503.)

Controversy relating to senior applicant not being awarded bulletined position. *Decided:* That employee in question shall be given the opportunity to qualify for this position, inasmuch as he possesses sufficient fitness and ability; however, he shall not be compensated for time out of carrier's service. (Decision No. 538.)

- 539a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago & North Western Railway. (II, R. L. B., 504.)

Question involving reinstatement of blacksmith discharged account fighting on duty. *Decided:* That carrier was not justified in dismissing employee; that he shall be reinstated without impairment to seniority rights, but without pay for time lost. (Decision No. 539.)

- 540a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Atchison, Topeka & Santa Fe Railway. (II, R. L. B., 504.)

Question regarding reinstatement of machinist and payment for time lost. *Decided:* That this employee shall be reinstated with seniority rights unimpaired, but without pay for time lost. (Decision No. 540.)

- 541a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Norfolk & Western Railway. (II, R. L. B., 504.)

Dispute involving application Addendum No. 2 to Decision No. 119 to pump repairers compensated on monthly basis. *Decided:* That Interpretation No. 1 to Addendum No. 2 to Interpretation No. 119 covers question in dispute. (Decision No. 541.)

- 542a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Norfolk & Western Railway. (II, R. L. B., 505.)

Application Addendum No. 2 to Decision No. 119 to certain employees performing work in connection with coal pier operation. *Decided:* That Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers question in dispute. (Decision No. 542.)

- 543a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Hocking Valley Railway. (II, R. L. B., 506.)

Dispute relative to the intent of item 1, Addendum No. 2 to Decision No. 119, which provides that all overtime in excess of established hours of service shall be paid for at pro rata rate. *Decided:* That Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers the question in dispute. (Decision No. 543.)

- 544a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Boston & Maine Railroad. (II, R. L. B., 507.)

Controversy involving question of overtime rate for Sunday and holiday work, submitted to the Board prior to the issuance of Decision No. 222. *Decided:* That Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers the question in dispute. (Decision No. 544.)

- 545a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Chicago, Rock Island & Pacific Railway. (II, R. L. B., 508.)

Question as to (1) overtime provisions of agreement entered into prior to Government control remaining in effect until final action of Board. (2) What constitutes classes of employees referred to in section 1, Addendum No. 2 to Decision No. 119? *Decided:* That Interpretation No. 1 to Addendum No. 2 to Decision No. 119 covers question in dispute. (Decision No. 545.)

- 546a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Southern Pacific Lines in Texas and Louisiana. (II, R. L. B., 508.)

Claim of employees that section foremen who are paid a monthly rate on a 313-day basis be allowed extra compensation for work performed on holidays. *Decided:* That claim of employees is denied. (Decision No. 546.)

- 547a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Illinois Central Railroad.** (II, R. L. B., 510.)

Request of employees that overtime be paid to certain monthly-rated foremen for services performed on the seven designated holidays. *Decided:* That claim of employees is denied. (Decision No. 547.)

- 548a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Illinois Central Railroad.** (II, R. L. B., 510.)

Shall pumpers and similar classes of employees paid under provisions of section (a-12), Article V of agreement, be paid overtime under sections (a-7), (a-8), (a-9), and (a-10) of said agreement? *Decided:* No. This does not include positions excepted in the last paragraph of section (a-12), Article V. (Decision No. 548.)

- 549a. Knights of Labor v. Boston & Maine Railroad.** (II, R. L. B., 511.)

Dispute concerning promoting senior laborer to position of helper. *Decided:* The Board does not understand that the management was obliged to make the promotion in question, under the provisions of agreement existing at the time this dispute arose. (Decision No. 549.)

- 550a. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co.** (II, R. L. B., 512.)

Request for compensation for time lost by employee unjustly dismissed from the service and later reinstated. *Decided:* That in view of the evidence shown in decision, this employee shall be paid \$600 partial compensation for actual loss due to his dismissal. (Decision No. 550.)

- 551a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Texas & Pacific Railway.** (II, R. L. B., 513.)

Question as to reinstatement of former section foreman and payment for time lost. *Decided:* Based on written and oral evidence presented in this case, Board decides carrier's action was justified and denies claim for reinstatement. (Decision No. 551.)

- 552a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. San Antonio, Uvalde & Gulf Railroad.** (II, R. L. B., 513.)

Question concerning reinstatement of former section foreman with pay for time lost. *Decided:* That this dismissal was unjustified. That employee shall be reinstated with seniority rights unimpaired and paid for all time lost less amount earned in other employment since date of dismissal. (Decision No. 552.)

- 553a. Order of Railroad Telegraphers v. Erie Railroad Co. et al.** (II, R. L. B., 515.)

Controversy relating to the payment of overtime work at pro rata rates instead of time and one-half time. *Decided:* That under the circumstances cited and in view of Interpretation No. 4 to Decision No. 119, carrier shall not be permitted to change the payment for overtime from a punitive to a pro rata basis. (Decision No. 553.)

- 554a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Lines in Texas and Louisiana.** (II, R. L. B., 515.)

Controversy involving claim of accounting department clerk for compensation covering time absent account sickness. *Decided:* After carefully reviewing evidence presented, and in accordance with past practice, that employee is not entitled to pay for time lost. (Decision No. 554.)

- 555a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway.** (II, R. L. B., 516.)

Request for reinstatement of clerk dismissed from service. *Decided:* That request for reinstatement is denied. (Decision No. 555.)

- 556a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway.** (II, R. L. B., 516.)

Question as to the request of checker for time lost account sickness. *Decided:* In accordance with past practice, employee in question is not entitled to payment covering time lost account sickness. (Decision No. 556.)

- 557a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 517.)**

Controversy as to reinstatement of clerk. *Decided:* That request for reinstatement is denied. (Decision No. 557.)

- 558a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis Southwestern Railway. (II, R. L. B., 517.)**

Dispute regarding bulletined position not awarded senior applicant. Carrier claims that employee in question did not have necessary qualifications and that where fitness and ability are not sufficient, seniority does not prevail. *Decided:* Based on evidence before it, Board decides that the position of carrier is sustained. (Decision No. 558.)

- 559a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Denver & Rio Grande Railroad. (II, R. L. B., 518.)**

Dispute regarding rate of pay and basis of compensation for messenger in local freight office. *Decided:* That further investigation should be held as to application provisions of rule 49. If no agreement reached, matter should be referred to the Board, giving full information as to the extent to which service requires continuous application. (Decision No. 559.)

- 560a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Mobile & Ohio Railroad. (II, R. L. B., 518.)**

Request for reinstatement of clerk dismissed from service. *Decided:* That request of employees is denied. (Decision No. 560.)

- 561a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 519.)**

Controversy involving claim of clerk, office auditor of disbursements, for pay covering absence account sickness. *Decided:* That according to past practice employee involved is not entitled to pay for time lost account sickness. (Decision No. 561.)

- 562a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Southern Pacific Co. (Pacific System). (II, R. L. B., 519.)**

Claim of clerk, office auditor miscellaneous accounts, for pay covering absence account sickness. *Decided:* That in accordance with past practice, employee involved is not entitled to pay for time lost account sickness. (Decision No. 562.)

- 563a. Order of Railroad Telegraphers v. Chicago, Milwaukee & St. Paul Railway. (II, R. L. B., 520.)**

Claim of agent for pay under call rule. *Decided:* Matter complained of having occurred before passage of Transportation Act, Board decides that it has no jurisdiction. Case is therefore removed from docket and file closed. (Decision No. 563.)

- 564a. American Train Dispatchers' Association v. Denver & Rio Grande Railroad. (II, R. L. B., 520.)**

Request for payment due train dispatcher for time lost account sickness, rules in effect providing that dispatchers will be extended the same treatment as other division officials. *Decided:* After giving careful consideration to the statements made in this case, employees' position should be sustained. (Decision No. 564.)

- 565a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 521.)**

Controversy as to warehouse employee being defined as clerk, in accordance with rule 4, Article II, of agreement. *Decided:* That the employee in question does not devote more than four hours a day to clerical work, therefore claim for classification as clerk is denied. (Decision No. 565.)

- 566a. Brotherhood of Railway and Steamship Clerks Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 521.)**

Claim of employees for three hours' pay account reporting for work at their regular starting time, not having been otherwise notified. *Decided:* That position of employees is sustained. (Decision No. 566.)

- 567a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 522.)**

Question as to clerk's prior experience entitling her to increase of 6½ cents under provisions of Decision No. 2. *Decided:* That request for reinstatement with pay for time held out of service is denied; however, if employee desires to return to service, seniority rights shall be retained unimpaired. (Decision No. 567.)

- 568a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Indiana Harbor Belt Railroad. (II, R. L. B., 523.)**

Dispute pertaining to change in practice of letting employees in certain offices off for part of day on Saturday. *Decided:* Request for withdrawal having been received, case is removed from docket and file closed. (Decision No. 568.)

- 569a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Lehigh Valley Railroad. (II, R. L. B., 523.)**

Dispute concerning proper seniority of clerk. *Decided:* In hearing conducted by this Board, parties to this dispute agreed upon settlement. Case is therefore removed from docket and file closed. (Decision No. 569.)

- 570a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System. (II, R. L. B., 523.)**

Dispute as to the proper rate of pay applicable to clerk in office of superintendent of car service. *Decided:* Board having been advised that dispute in question has been satisfactorily adjusted, case removed from docket and file closed. (Decision No. 570.)

- 571a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pennsylvania System. (II, R. L. B., 524.)**

Dispute in reference to seniority of clerk. *Decided:* Having been advised that satisfactory settlement has been reached, case is removed from docket and file closed. (Decision No. 571.)

- 572a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Gulf & Ship Island Railroad. (II, R. L. B., 524.)**

Dispute regarding claim of purchase department employee for time lost incident to reduction in days constituting weekly assignment. *Decided:* That inasmuch as rule 66, clerks' agreement, has been violated, employee shall be reimbursed for difference between amount received and what he would have received if permitted to work full assignment. (Decision No. 572.)

- 573a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Chicago, Milwaukee & St. Paul Railway. (II, R. L. B., 525.)**

Request for reinstatement of clerk, general yardmaster's office. *Decided:* That reinstatement request is denied. (Decision No. 573.)

- 574a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 525.)**

Claim of daily-rated station employees for compensation covering holiday after being notified not to work. *Decided:* That in absence of any mutual agreement regarding holidays not mentioned in rule 64, employees mentioned are entitled to pay covering Armistice Day, in accordance with rule 66 of agreement. (Decision No. 574.)

**575a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Colorado & Southern Railway. (II, R. L. B., 526.)**

Dispute as to proper rate of compensation due head clerk, overcharge claim department. *Decided:* That this controversy having arisen during the period of Federal control, and having been decided by Director General of Railroads, Board has no jurisdiction. (Decision No. 575.)

**576a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. St. Louis-San Francisco Railway. (II, R. L. B., 526.)**

Request of file clerk for reinstatement with seniority unimpaired and pay for time held out of service. *Decided:* That pay for time lost is denied. If desired, return to service shall be permitted with seniority unimpaired; assignment to be made to first bulletined position to which seniority rights entitle her. (Decision No. 576.)

**577a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Pere Marquette Railway. (II, R. L. B., 527.)**

Claim of bill clerk for reimbursement covering time lost account having been refused opportunity to make displacement when reduction in force was made. *Decided:* That this employee shall be reinstated with seniority rights unimpaired and paid for time lost less amount earned in other employment since date of dismissal. (Decision No. 577.)

**578a. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. New York, New Haven & Hartford Railroad Co. (II, R. L. B., 528.)**

Question involving dispute as to the right of engine-house clerk to exercise seniority rights. *Decided:* That this employee shall be permitted to exercise seniority to any position within scope of agreement and be reimbursed for time lost less amount earned since date laid off. (Decision No. 578.)

**579a. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Central Railroad Co. of New Jersey. (II, R. L. B., 529.)**

Question as to reinstating former section foreman with pay for time lost. *Decided:* That this employee shall be reinstated with seniority rights unimpaired, but without pay for time lost. (Decision No. 579.)

**580a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Southern Pacific Co. (Pacific System). (II, R. L. B., 529.)**

Shall exclusive operation of electric crane entitle employee to classification and rate provided in rule 141 of Federated Shop Crafts' agreement? *Decided:* Yes, to the effective date of reclassification established by Addendum No. 6 to Decision No. 222. (Decision No. 580.)

**581a. Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Indiana Harbor Belt Railroad. (II, R. L. B., 530.)**

Shall former car inspector be reinstated and paid for time lost? *Decided:* That evidence submitted indicates management's action was justified. Reinstatement therefore denied. (Decision No. 581.)

**B. DIGEST OF ADDENDA.**

[NOTE.—Each paragraph is numbered consecutively for the purpose of making an index reference; numbers so used have no relation to any numbers used in connection with the addenda. The reference "(I, R. L. B., 71)" following the subcaption "1b. Alton & Southern Railroad and Its Employees," indicates Vol. I, Railroad Labor Board Decisions, p. No. 71.]

**1b. Alton & Southern Railroad and Its Employees. (I, R. L. B., 71.)**

Alton & Southern Railroad and its employees are made a party to Decision No. 2 (wage increases effective May 1, 1920), and all provisions of the decision apply to this carrier and its employees with the same force and effect as to the parties originally named therein. (Addendum No. 1 to Decision No. 2.)

**2b. Chicago, Milwaukee & Gary Railway Co. and Its Employees. (I, R. L. B., 71.)**

Chicago, Milwaukee & Gary Railway Co. and its employees are made a party to Decision No. 2 (wage increases effective May 1, 1920), and all provisions of the decision apply to this carrier and its employees with the same force and effect as to the parties originally named therein. (Addendum No. 2 to Decision No. 2.)

**3b. Galveston Wharf Co. and Its Employees. (I, R. L. B., 72.)**

Galveston Wharf Co. and its employees are made a party to Decision No. 2 (wage increases effective May 1, 1920), and all provisions of the decision apply to this carrier and its employees with the same force and effect as to the parties originally named therein. (Addendum No. 3 to Decision No. 2.)

**4b. Mississippi Central Railroad Co. and Its Employees. (I, R. L. B., 72.)**

Mississippi Central Railroad Co. and its employees are made a party to Decision No. 2 (wage increases effective May 1, 1920), and all provisions of the decision apply to this carrier and its employees with the same force and effect as to the parties originally named therein. (Addendum No. 4 to Decision No. 2.)

**5b. The Pullman Co. and Its Shop Employees. (I, R. L. B., 72.)**

The Pullman Co. and its shop employees are made a party to Decision No. 2 (wage increases effective May 1, 1920), and all provisions of the decision applicable to the Federated Shop Employees, represented by the Railway Employees' Department of the American Federation of Labor, apply to this carrier and its shop employees with the same force and effect as to the parties originally named therein. (Addendum No. 5 to Decision No. 2.)

**6b. The Pullman Co. and Its Clerical and Station Employees. (I, R. L. B., 73.)**

The Pullman Co. and its clerical and station employees are made a party to Decision No. 2 (wage increases effective May 1, 1920), and all provisions of the decision applicable to the clerical and station forces, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, apply to this carrier and its clerical and station employees with the same force and effect as to the parties originally named therein. (Addendum No. 6 to Decision No. 2.)

**7b. Railroad Yardmasters et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 535.)**

The Railroad Yardmasters of America and 10 other organizations representing railroad employees added as parties to Decision No. 119, and the decision is applicable to them under the provisions set forth therein as fully and effectually as if they had been named in the original decision. (Addendum No. 1 to Decision No. 119.)

**8b. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 535.)**

The directions contained in Decision No. 119 are modified with respect to rules governing compensation for overtime, and certain other rules covering questions not agreed to in conferences between the carriers and their employees are continued in effect until such time as disputes are decided by the Labor Board. Rules agreed upon by carriers and employees are made effective as of July 1, 1921. (Addendum No. 2 to Decision No. 119.)

**9b. New York Central Railroad Co. et al. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al. (II, R. L. B., 537.)**

The Alabama & Vicksburg Railway Co. and 91 other carriers added as parties to the dispute covered by Decision No. 147, also the Brotherhood of Dining Car Conductors is added to the list of organizations named as parties to the dispute. Nine new sections are added to the article covering floating equipment employees, and 10 new sections preceded by special introductory clause are made part of the article relating to miscellaneous employees. (Addendum No. 1 to Decision No. 147.)

- 10b. **New York Central Railroad Co. et al. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al.** (II, R. L. B., 561.)

The Atlanta Terminal Co. and 18 other carriers added as parties to the dispute covered by Decision No. 147, also the International Association of Bridge, Structural and Ornamental Iron Workers is added to the list of organizations named as parties to the dispute. The Boston & Maine Railroad and the Grand Trunk Railway System (Western Lines) are relisted for the purpose of naming their subsidiaries. (Addendum No. 2 to Decision No. 147.)

- 11b. **New York Central Railroad Co. et al. v. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees et al.** (II, R. L. B., 564.)

The Manistique & Lake Superior Railroad Co. and the Norfolk & Portsmouth Belt Line Railroad added as parties to the dispute covered by Decision No. 147. (Addendum No. 3 to Decision No. 147.)

- 12b. **Fort Smith & Western Railroad v. Certain Clerical and Station Employees.** (II, R. L. B., 565.)

Certain specified employees and a subordinate official are included in Decision No. 215 with the same force and effect as if named originally in said decision, except that the effective date shall be October 16, 1921. (Addendum No. 3 to Decision No. 215.)

- 13b. **Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Pennsylvania System.** (II, R. L. B., 566.)

The directions issued by the Labor Board in Decision No. 218 relative to the holding of elections for the selection of representatives of the employees modified to the extent that the election of representatives shall be by secret ballot. (Addendum No. 1 to Decision No. 218.)

- 14b. **Atchison, Topeka & Santa Fe Railway Co. et. al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).** (II, R. L. B., 566.)

The Atchison, Topeka & Santa Fe Railway Co. and 11 other carriers added as parties to Decision No. 222, and all the provisions of this decision apply to these carriers and their employees in the shop crafts with the same force and effect as if the carriers had been named originally in said decision except that the effective date shall be September 16, 1921. (Addendum No. 1 to Decision No. 222.)

- 15b. **New York, New Haven & Hartford Railroad Co. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).** (II, R. L. B., 567.)

The New York, New Haven & Hartford Railway Co. is made a party to Decision No. 222, and all the provisions of this decision apply to the carrier and its employees in the shop crafts with the same force and effect as if the said carrier had been named originally in said decision, except that the effective date shall be October 1, 1921. (Addendum No. 2 to Decision No. 222.)

- 16b. **Chicago & North Western Railway Co. et. al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).** (II, R. L. B., 567.)

Certain specified rules determined to be just and reasonable by the Labor Board made applicable to the carriers and the organizations named in Decision No. 222, and made effective October 16, 1921. (Addendum No. 3 to Decision No. 222.)

- 17b. **Alabama & Vicksburg Railway Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).** (II, R. L. B., 570.)

The Alabama & Vicksburg Railway Co. and 18 other carriers added as parties to Decision No. 222, and all the provisions of this decision apply to these carriers and their employees in the shop crafts with the same force and effect as if the said carriers had been named originally in said decision, except that the effective date shall be October 16, 1921. (Addendum No. 4 to Decision No. 222.)

- 18b. *El Paso & Southwestern System v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).* (II, R. L. B., 571.)

The El Paso & Southwestern System is made a party to Decision No. 222, and all the provisions of this decision apply to the carrier and its employees in the shop crafts with the same force and effect as if the said carrier had been named originally in said decision, except that the effective date shall be November 16, 1921. (Addendum No. 5 to Decision No. 222.)

- 19b. *Chicago & North Western Railway Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).* (II, R. L. B., 571.)

Certain specified rules determined to be just and reasonable by the Labor Board made applicable to the carriers and organizations named in Decision No. 222 and those added by addenda, and made effective December 1, 1921. For purpose of ready reference the rules previously adopted are reproduced and designated by the use of asterisks. Certain rules governing the application of Decision No. 222 are shown under the caption "General instructions." (Addendum No. 6 to Decision No. 222.)

- 20b. *Spokane, Portland & Seattle Railway Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).* (II, R. L. B., 596.)

The Spokane, Portland & Seattle Railway Co. and three other carriers made parties to Decision No. 222, and all the provisions of this decision apply to these carriers and their employees in the shop crafts with the same force and effect as if the carriers had been named originally in said decision, except that the effective date shall be December 1, 1921. (Addendum No. 7 to Decision No. 222.)

- 21b. *Central Vermont Railway v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).* (II, R. L. B., 597.)

The Central Vermont Railway is made a party to Decision No. 222, and all the provisions of this decision apply to this carrier and its employees in the shop crafts with the same force and effect as if the said carrier had been named originally in said decision, except that the effective date shall be December 6, 1921. (Addendum No. 8 to Decision No. 222.)

- 22b. *Louisville & Nashville Railroad Co. et al. v. Railway Employees' Department, A. F. of L. (Federated Shop Crafts).* (II, R. L. B., 597.)

The Louisville & Nashville Railroad Co. and the Pittsburgh & Shawmut Railroad Co. are made parties to Decision No. 222, and all the provisions of this decision apply to these carriers and their employees in the shop crafts with the same force and effect as if the said carriers had been named originally in said decision, except that the effective date shall be January 1, 1922. (Addendum No. 9 to Decision No. 222.)

- 23b. *Alabama & Vicksburg Railway Co. et al. v. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers.* (II, R. L. B., 598.)

The Alabama & Vicksburg Railway Co. and 21 other carriers are made parties to Decision No. 501, and all the provisions of this decision apply to these carriers and certain specified employees with the same force as if the said carriers had been named originally in said decision, except that the effective date shall be January 1, 1922. (Addendum No. 1 to Decision No. 501.)

### C. DIGEST OF INTERPRETATIONS.

[NOTE.—Each paragraph is numbered consecutively for the purpose of making an index reference; numbers so used have no relation to any numbers used in connection with the interpretations. The reference "(I, R. L. B., 79)" following the subcaption "1c. United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway" indicates Vol. I, Railroad Labor Board Decisions, p. No. 79.]

- 1c. *United Brotherhood of Maintenance of Way Employees and Railway Shop Laborers v. Norfolk & Western Railway.* (I, R. L. B., 79.)

Question as to how section 7, Article III, of Decision No. 2 should be applied to monthly-rated employees required to work in excess of 204 hours per month. *Decided:* That the employees specified in the aforementioned section who are paid on a monthly basis and who do not receive compensation in addition thereto for service rendered on Sundays or holidays shall receive an increase in their monthly salary in the sum represented by multiplying  $8\frac{1}{2}$  cents by 204, i. e., \$17.34. (Interpretation No. 1 to Decision No. 2.)

- 2c. **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees v. Terminal Railroad Association of St. Louis.** (I, R. L. B., 79.)

Shall the increase of 13 cents per hour for baggage and parcel room employees be added to the rates in effect March 1, 1920, or to the rates which include increases granted subsequent thereto? *Decided:* That 13 cents per hour shall be added to the rates in effect 12.01 a. m., March 1, 1920. (Interpretation No. 2 to Decision No. 2.)

- 3c. **Railway Employees' Department, A. F. of L. (Federated Shop Crafts), v. Atchison, Topeka & Santa Fe Railway.** (I, R. L. B., 80.)

Application of increases specified in Article IV, Decision No. 2, to monthly-rated mechanics assigned regularly to road service. *Decided:* That employees regularly assigned under the provisions of rule 15 of the national agreement covering Federated Shop Trades shall receive an increase of 13 cents per hour on the basis of 3,156 hours per calendar year. (Interpretation No. 3 to Decision No. 2.)

- 4c. **Brotherhood of Locomotive Engineers et al. v. Louisville & Nashville Railroad Co.** (I, R. L. B., 81.)

Will overtime rates for passenger engineers be increased in the same proportion as the daily rate under Decision No. 2? *Decided:* That overtime rate shall be not less than one-eighth of the increased daily rate as provided for in Decision No. 2 preserving former higher flat overtime rates. (Interpretation No. 4 to Decision No. 2.)

- 5c. **Brotherhood of Locomotive Engineers et al. v. Louisville & Nashville Railroad Co.** (I, R. L. B., 81.)

Shall the passenger daily minimum rate of \$6.05 for engineers be increased by Decision No. 2? *Decided:* That the rate should be increased 80 cents, thereby making the minimum daily rate for engineers in passenger service \$6.85. (Interpretation No. 5 to Decision No. 2.)

- 6c. **Brotherhood of Locomotive Engineers et al. v. Louisville & Nashville Railroad Co.** (I, R. L. B., 82.)

Shall the minimum rate for mine-run service of \$6.35 per day or per 100 miles or less, for engineers, be increased by Decision No. 2? *Decided:* That the rate be increased \$1.04, thus making the minimum daily rate for engineers in mine-run service \$7.39. (Interpretation No. 6 to Decision No. 2.)

- 7c. **Brotherhood of Locomotive Engineers et al. v. Louisville & Nashville Railroad Co.** (I, R. L. B., 82.)

Shall the rates of pay for engineers and firemen, as covered by article 28 (k), pages 40 to 43, inclusive, of the existing agreement between the Louisville & Nashville Railroad Co. and its engineers and firemen, be increased by Decision No. 2? *Decided:* That \$1.04 should be added to the several daily rates for freight service; and also that \$1.04 multiplied by the number of days constituting a month should be added for regular assigned local service except three-crewed monthly-salaried locals. (Interpretation No. 7 to Decision No. 2.)

- 8c. **Brotherhood of Railroad Trainmen v. Chesapeake & Ohio Railway Co.** (I, R. L. B., 83.)

How shall Decision No. 2 be applied to shifter brakemen? *Decided:* That an increase of \$1.04 per day should be applied to the service in question which is analogous to mine-run service. (Interpretation No. 8 to Decision No. 2.)

- 9c. **Brotherhood of Locomotive Engineers et al. v. Louisville & Nashville Railroad Co.** (I, R. L. B., 83.)

Shall the increases provided for in Decision No. 2 be applied to arbitrary rates or special allowances covering such service as deadheading, attending court, handling engines between specified passenger stations, and combination service of engineer and conductor? *Decided:* That rules governing compensation, involving arbitrary rates or special allowances, are so closely interwoven with certain other rules that the Labor Board will not give these rules consideration until the question of rules is taken up for decision. (Interpretation No. 9 to Decision No. 2.)

**10c. Brotherhood of Locomotive Engineers et al. v. Seaboard Air Line Railway Co. (I, R. L. B., 83.)**

Shall the daily guarantees of \$6 and \$4 per day in passenger service for engineers and firemen, respectively, be increased 80 cents per day? *Decided:* That engineers' and firemen's rates shall be increased 80 cents per day under the provisions of Article VI of Decision No. 2, thus making the new minimum \$6.80 for engineers and \$5.05 for firemen. (Interpretation No. 10 to Decision No. 2.)

**11c. Brotherhood of Locomotive Engineers et al. v. Seaboard Air Line Railway Co. (I, R. L. B., 84.)**

Shall the daily minimum rates for engineers in passenger service which were preserved by the "saving clause" in Supplement No. 24 to General Order No. 27 be increased by Decision No. 2? *Decided:* That said minimum rates were established by the United States Railroad Administration and 80 cents shall therefore be added to the rates in question. (Interpretation No. 11 to Decision No. 2.)

**12c. Brotherhood of Locomotive Engineers et al. v. Seaboard Air Line Railway Co. (I, R. L. B., 84.)**

Shall Decision No. 2 be applied to engineers attending court or being held out of service to attend court? *Decided:* That rules governing compensation, involving court service, are so closely interwoven with certain other rules that the Labor Board will not give these rules consideration until the question of rules is taken up for decision. (Interpretation No. 12 to Decision No. 2.)

**13c. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway Co. (I, R. L. B., 84.)**

How shall Decision No. 2 be applied to guaranteed minimum daily rate for engineers and firemen in short turn around passenger service? *Decided:* That Article VI of Decision No. 2 should be applied, thus adding 80 cents to the rates in question. (Interpretation No. 13 to Decision No. 2.)

**14c. Brotherhood of Locomotive Engineers v. Illinois Central Railroad Co. (I, R. L. B., 85.)**

(1) Shall the overtime rate for passenger engineers, greater than one-eighth of the daily rate, be increased by the application of Decision No. 2? (2) Shall the daily guarantee in passenger service for engineers and firemen be increased 80 cents per day? *Decided:* (1) That overtime rates for passenger engineers shall be not less than one-eighth of the increased daily rate, preserving former higher flat overtime rates. (2) That 80 cents shall be added to the daily guarantee in passenger service. (Interpretation No. 14 to Decision No. 2.)

**15c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 603.)**

Does section 6, Article II of Decision No. 2, provide for an increase of 5 cents per hour for the classes of employees named therein regardless of age, or does it apply only to employees of the classes named therein who are less than 18 years of age? *Decided:* That this section was intended to provide an increase of 5 cents per hour for the classes of employees mentioned therein regardless of age. (Interpretation No. 15 to Decision No. 2.)

**16c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 603.)**

Shall any of the increases granted in Article VI of Decision No. 2 be applied to rates of pay covering work, such as deadheading on mileage basis? *Decided:* That the rates specified in sections 1 and 2, Article VI of Decision No. 2, should be applied to rates for deadheading. (Interpretation No. 16 to Decision No. 2.)

**17c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 604.)**

Shall the 52 cents per 100 miles for engineers and 40 cents per 100 miles for firemen in local freight service, as specified in section (b) of Article IV, Supplement No. 15 to General Order No. 27, be proportionately increased under Decision No. 2 of the Labor Board? *Decided:* No. (Interpretation No. 17 to Decision No. 2.)

**18c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 604.)**

Shall the increase of 1.04 cents per mile specified in section 2, Article VI of Decision No. 2, be applied to the rate of 5.37 cents per mile established by General Order No. 27 of the Railroad Administration for firemen in freight service on Santa Fe type locomotives weighing from 250,000 to 300,000 pounds on drivers? *Decided:* Yes. (Interpretation No. 18 to Decision No. 2.)

**19c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 605.)**

Question as to back pay for employees who were in the service of the carriers on May 1, 1920, the effective date of Decision No. 2 or who entered the service subsequent to May 1, 1920, but who left the service for various causes prior to July 20, 1920. *Decided:* That employees in the service of the carrier 12.01 a. m., July 20, 1920, are entitled to back pay for service performed during the retroactive period with certain exceptions as noted. The principles outlined in this interpretation shall also govern in the adjudication of similar questions which may arise in the application of Decisions Nos. 3 and 5. (Interpretation No. 19 to Decision No. 2.)

**20c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 606.)**

Are the increases specified in Article IV of Decision No. 2 applicable to the employees of the Nevada Northern Railway Co. and, if so, to what rates shall such increases be added? *Decided:* That the increases provided in this decision are applicable to employees on that railroad and, in view of the fact that this road was not under Federal control, the increases should be added to the rates in effect on the Nevada Northern Railway at 12.01 a. m., March 1, 1920. (Interpretation No. 20 to Decision No. 2.)

**21c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 608.)**

Shall the increase of 15 cents per hour specified in sections 1, 2, and 3, Article III of Decision No. 2, be applied to labor foremen in shops and enginehouses whose duties consist of supervising engine wipers, laborers, and like positions, which were increased under the provisions of sections 6 and 8, Article III of Decision No. 2? *Decided:* That analogous service as applied to supervisory forces entitled the supervisors in question to a monthly increase of not less than 204 times 13 cents, or \$26.52 per month. (Interpretation No. 21 to Decision No. 2.)

**22c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 608.)**

Shall the daily guarantee for passenger service established by Supplement No. 15 to General Order No. 27 for engineers and firemen be increased 80 cents by Article VI of Decision No. 2? *Decided:* Yes. (Interpretation No. 22 to Decision No. 2.)

**23c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 609.)**

How shall carriers and their employees conduct their negotiations on the matters referred back by Decision No. 119? *Decided:* That Decision No. 119 does not direct how negotiations shall be conducted. However, it does not limit or restrict an individual carrier and its employees from acting jointly or concertedly. (Interpretation No. 1 to Decision No. 119.)

**24c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 609.)**

Does Decision No. 119 terminate July 1, 1921, the agreements of the engineers and firemen, the conductors and the trainmen with the carriers named in this interpretation? Or does it in any wise affect the agreements, supplement orders, etc. of the Railroad Administration as applied to these classes of employees? *Decided:* That the Labor Board did not include in Decision No. 119 any matter which was not properly before it as a dispute, and did not, therefore, terminate the existing schedules or agreements of employees in train, engine, and yard service of the carriers involved. (Interpretation No. 2 to Decision No. 119.)

**25c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 610.)**

Are the employees comprising Mutual System Federation No. 40 of the Railway Employees Department within their rights in selecting and duly authorizing some one other than an employee of the Virginia Railway Co., as their agent or counsel in negotiating an agreement? *Decided:* Yes. Title III of the Transportation Act, 1920, and various decisions of the Labor Board established and recognized this right. (Interpretation No. 3 to Decision No. 119.)

**26c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 610.)**

Does Decision No. 119 terminate July 1, 1921, the agreement of the Order of Railroad Telegraphers with the carriers included in that decision? *Decided:* That the Labor Board did not include in Decision No. 119 any matter which was not properly before it as a dispute, and did not, therefore, terminate the existing schedules or agreements negotiated by the Order of Railroad Telegraphers. (Interpretation No. 4 to Decision No. 119.)

**27c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 610.)**

Shall the employees in the general office now covered by the existing agreements of the clerks be granted the right to negotiate an agreement with the carrier distinct from that negotiated by the said organization? *Decided:* That employees in general offices now covered by existing agreements of the clerks do not constitute a craft or class separate and different from other employees in the clerical and station service, and should, therefore, be included within the agreement with other clerical and station service employees. This not to prevent the inclusion of personal office forces and confidential positions from application of agreement. (Interpretation No. 5 to Decision No. 119.)

**28c. International Association of Machinists et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 612.)**

Question as to proper compensation for overtime between July 1 and August 15, 1921, inclusive, for regular day workers, for hourly-paid employees, and for monthly-paid employees. *Decided:* That overtime rates specified in Decision No. 222 shall apply, except on railroads and for classes of employees having a more favorable method of payment prior to the issuance of General Order No. 27, or who had reached an agreement under Decision No. 119, providing a more favorable method of payment. In either event the more favorable method of payment shall apply. Employees suffering a wage loss account of improper application shall be reimbursed. (Interpretation No. 1 to Addendum No. 2 to Decision No. 119.)

**D. DIGEST OF LABOR BOARD REGULATIONS.**

**1d. Order Requiring Conference on Disputes. (I, R. L. B., 89.)**

Carriers and their employees shall hold conferences to consider and, if possible, to decide disputes, and if unable to reach an agreement they shall refer such dispute to the Labor Board for adjustment. Disputes will not be entertained unless parties are complying with the law and exerting every reasonable effort to avoid interruption to operation of the carriers. (Labor Board Regulations, Order No. 1.)

**2d. Order Requiring Formal Application for Decision. (I, R. L. B., 89.)**

Parties desiring a hearing must file application with secretary to the Labor Board showing: (1) That dispute is one which the Board is authorized to hear; (2) that the applicants are authorized by law to make application; and (3) that the applicants are complying with the law. All applications will be considered and decided, in the order of filing, unless the public interests require a change of precedence. (Labor Board Regulations, Order No. 1.)

**3d. Form to be Used in Making Application for Decision. (I, R. L. B., 90.)**

Parties desiring a hearing and decision of dispute under the provisions of the Transportation Act are required to make application on a form which has been prescribed by the Labor Board, commonly referred to as "Form RLB-101, Application for Decision." (Labor Board Regulations, Form RLB-101.)

**4d. Order Relating to the Filing of Submissions. (II, R. L. B., 641.)**

Carriers and organizations shall furnish 14 copies of all joint submissions. When ex-parte submissions are filed, the party submitting same shall furnish 14 copies and in addition thereto 1 copy for each carrier or organization directly interested. The Labor Board urges that all submissions be made jointly and an agreed-upon statement of facts furnished. A time limit of 20 days is fixed in which the adverse party will be allowed to file answer or make presentation of defense. (Labor Board Regulations, In re: Filing Submissions.)

**E. DIGEST OF COURT DECISIONS.****1e. Wendele v. Union Pacific Railroad Co. et al. (I, R. L. B., 95.)**

Employees of common carriers in the State of Kansas failed to reach an adjustment of a wage dispute with the carrier, and thereupon referred the disagreement to the Kansas Court of Industrial Relations. The carriers demurred, claiming that the court had no jurisdiction; that such disputes must be adjusted under the Transportation Act, 1920; and that they were willing to submit the dispute to the Railroad Labor Board created by said act. The court held that the Kansas law does not conflict with the Federal law, but may be supplementary to it, and proceeded to issue an order fixing minimum wages for various classes of labor, effective July 1, 1920, but applicable only to residents of the State of Kansas. (Kansas Court of Industrial Relations.)

**2e. Gregg v. Stark. (I, R. L. B., 104.)**

Two conductors employed by a common carrier in the State of Kentucky claimed the right to a certain run and the dispute was submitted to and decided by the Railway Board of Adjustment No. 1, created by the Railroad Administration. The adversely affected conductor applied to the Kentucky Court of Appeals for an injunction and questioned the validity of the Adjustment Board's decision. The court decided that the Adjustment Board had no jurisdiction because the dispute arose subsequent to Federal control; that the case did not involve interstate commerce, but was essentially a private dispute; and that the Transportation Act, 1920, had no provision for a single individual to obtain relief from the Labor Board created thereunder. The State court, therefore, took jurisdiction and decided the dispute contrary to the Adjustment Board. (Kentucky Court of Appeals.)

**3e. Mahoney et al. v. Washington & Old Dominion Railway. (I, R. L. B., 109.)**

A number of employees were discharged by the Washington & Old Dominion Railway because of their membership in the Brotherhood of Railroad Trainmen, and the employees brought proceedings in equity to restrain the carrier from discharging further employees pending a decision by the Labor Board. Answer filed by the carrier denied the jurisdiction of the Labor Board, claiming to be an interurban or suburban electric railway not operating as a part of a general steam railroad system of transportation, but substantially admitted the dismissal of employees because of their membership in the labor union. The court held that the carrier comes within the purview of Title III of the Transportation Act, 1920, but denied the request for an order restraining the carrier from discharging its employees pending a hearing and decision of their claims by the Labor Board. This denial was based on the grounds that the carrier had a right to dismiss its employees for becoming members of the labor union. (Supreme Court of the District of Columbia.)

**4e. St. Louis Union Trust Co. v. Missouri & North Arkansas Railroad Co. (II, R. L. B., 623.)**

The receiver appointed by the court to operate the Missouri & North Arkansas Railroad Co. filed a petition asking for advice relative to continuing the scale of wages fixed by direction of the United States Railroad Labor Board in its Decision No. 2, effective May 1, 1920. A statement was filed showing that the carrier has been operating at a loss both before and since the receivership, and that money could no longer be borrowed on receiver's certificates. The court held that, under these circumstances, the wages of employees may be reduced below the scale fixed by the Labor Board without subjecting the carrier to the penalty provided by section 312 of the Transportation Act, 1920. (United States District Court, Eastern Division of Arkansas.)

**5e. Birmingham Trust & Savings Co. v. Atlanta, Birmingham & Atlantic Railway Co. (II, R. L. B., 625.)**

The Atlanta, Birmingham & Atlantic Railroad, operated by a receiver appointed by the court, claimed that the operating revenues were insufficient to pay operating expenses and meet future pay rolls, and that only by reducing the wages and salaries could the receiver escape suspension of operation. The court authorized the receiver to reduce wages and salaries, and the question arose as to the jurisdiction of the United States Railroad Labor Board with respect to wages. The court held that while the Labor Board has jurisdiction over wages of receiver's employees, the court has jurisdiction to determine whether receiver can pay current wages, and that the carrier can not be compelled to operate at a continuous loss. (United States District Court, Northern Division of Georgia.)

**6e. Birmingham Trust & Savings Co. v. Atlanta, Birmingham & Atlantic Railway Co. (II, R. L. B., 634.)**

A strike vote was taken on the Atlanta, Birmingham & Atlantic Railway prior to the time the railroad went into the hands of a receiver, and involved only a demand for a decision by the United States Railroad Labor Board, which it had held itself without authority to make. When a reduction in wages was made effective a strike was called. The court held that the refusal to work further, when summoned by the receiver, no matter what the reason or justification, terminated the employ and forfeited the standing of the employees with respect to their right to be heard at the hearing to fix wages. Upon the question of the wages to be paid in the future, the standard set by the Labor Board is to be taken as presumptively correct, and to be disturbed only so far as the condition of the railroad demands. (United States District Court, Northern Division of Georgia.)

**F. DIGEST OF INTERSTATE COMMERCE COMMISSION REGULATIONS**

**1f. Regulations Governing Nominations to Labor Board. (I, R. L. B., 116.)**

The Interstate Commerce Commission is required by the Transportation Act, 1920, to prescribe regulations for offering nominations to the President for appointment of members to the Labor Board. Regulations were therefore issued authorizing Groups 1, 2, and 3, composed of certain specified labor organizations, to offer nominations for the labor group members representing the employees; and also authorizing one group, composed of the Association of Railway Executives, to offer nominations for the management group members representing the carriers. (I. C. C. Regulations dated March 8, 1920.)

**2f. Regulations Defining "Subordinate Officials." (I, R. L. B., 118.)**

The Interstate Commerce Commission, under authority vested in it by the Transportation Act, 1920, held public hearings for the purpose of determining what groups of employees of carriers shall be included within the term "subordinate officials" as that term is used in the above-mentioned act. Regulations were therefore issued defining the following groups of employees to be included within the term "subordinate officials": Claim agents, engineers of mechanics, foremen, supervisors of signals, yardmasters, train dispatchers, and storekeepers; each group includes certain specified classes of employees. (I. C. C. Regulations dated March 23, 1920.)

**3f. Supplement to Regulations Governing Nominations to Labor Board. (I, R. L. B., 119.)**

Under date of March 8, 1920, the Interstate Commerce Commission prescribed, under authority vested in it by the Transportation Act, 1920, three groups of organizations of employees who were authorized to offer nominations for appointment of members of the labor group to the Labor Board. Those regulations are now supplemented by adding a fourth group, composed of certain additional specified labor organizations. (I. C. C. Regulations dated March 23, 1920.)

**4f. Regulations Governing Nominations to Labor Board. (I, R. L. B., 122.)**

The Interstate Commerce Commission, under authority vested in it by the Transportation Act, 1920, heretofore issued certain regulations governing the offering of nominations for appointment of members of the Labor Board. The commission ordered that all previous regulations be superseded, and issued new regulations governing the making of nominations. Groups 1, 2, and 3, composed

of specified labor organizations, grouped with respect to the more or less analogous character of the services performed, and Group 4, composed of specified labor organizations representing "subordinate officials" and such employees who may not be members of the organizations named in Groups 1, 2, and 3, are authorized to offer nominations for the labor group members representing the employees. The Association of Railway Executives is authorized to offer nominations for the management group members representing the carriers. (I. C. C. Regulations dated November 1, 1920.)

#### 5f. Regulations Defining "Subordinate Officials." (I, R. L. B., 125.)

The Interstate Commerce Commission, under authority vested in it by the Transportation Act, 1920, heretofore issued certain regulations designating the groups of employees that are to be included within the term "subordinate officials," as that term is used under Title III of the Transportation Act, 1920. The commission ordered that the regulations of March 23, 1920, be superseded, and issued new regulations defining the groups of employees to be included within the term "subordinate officials" as follows: Auditors, claim agents, foremen, supervisors and roadmasters, train dispatchers, technical engineers, yardmasters, and storekeepers. Each group includes certain specified classes of employees. (I. C. C. Regulations dated November 1, 1920.)

#### 6f. Regulations Defining "Subordinate Officials." (I, R. L. B., 126.)

The Interstate Commerce Commission issued certain regulations under date of March 23, 1920, and November 1, 1920, designating the groups of employees of carriers to be included within the term "subordinate officials" as that term is used in the Transportation Act, 1920. In order to correct typographical error, further modifications were found necessary and it was therefore ordered that the regulations of March 23, 1920, and November 1, 1920, be set aside and that the following groups of employees be included within the term "subordinate officials": Auditors, claim agents, foremen, supervisors and roadmasters, train dispatchers, technical engineers, yardmasters, and storekeepers; each group includes certain specified classes of employees. (I. C. C. Regulations dated November 24, 1920.)

#### 7f. Regulations Governing Nominations to Labor Board. (II, R. L. B., 637.)

The Interstate Commerce Commission, under authority vested in it by the Transportation Act, 1920, heretofore issued certain regulations governing the offering of nominations for appointment of members of the Labor Board. The commission ordered that all previous regulations be superseded, and issued new regulations governing the making of nominations. The only modification of previous regulations relates to Group 4. One organization is added to this group and the following proviso is eliminated: "Provided they agree among themselves upon nominees jointly representative of any of the organizations in this group." (I. C. C. Regulations dated April 16, 1921.)

### G. DIGEST OF DECISIONS OF ADJUSTMENT BOARDS.

#### 1g. Order of Railway Conductors et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 642.)

Claim of conductor and crew for overtime account being held on duty after arrival from trip of less than 100 miles, under paragraph (a) of Article II, Supplement No. 16 to General Order No. 27. *Decided:* That employees' position is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 1.)

#### 2g. Brotherhood of Locomotive Engineers et al. v. Oregon-Washington Railroad & Navigation Co. (II, R. L. B., 643.)

Request for new rate of pay applicable to Mallet type of locomotives under provisions of agreement, which provide that if a new type of locomotive is introduced on this carrier, and the rates are less than those in effect on other roads, the rates of other roads will apply. *Decided:* That the contention of the employees that engines 3620 to 3629, inclusive, are different in type from engines 3800 to 3802, inclusive, is not sustained. (Train Service Board of Adjustment, Western Region, Decision No. 2.)

- 4g. **Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 646.)

Claim of conductor and brakeman for turnaround trip of less than 100 miles. Organization claims that this was irregular service properly belonging to chain-gang crews, and when crew in question was again called out of terminal they should have been paid at least a minimum day for each leg of the trip. *Decided:* That claim of organization is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 4.)

- 5g. **Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 646.)

Claim of conductor and crew for 33½ miles each, account being runaround at terminal, on the ground that the incoming crew was not assigned to chain gang service on the second district and upon arrival at the terminal should have been disbanded and deadheaded to home terminal instead of being returned in service. *Decided:* That the claim of the employees in this case is denied. (Train Service Board of Adjustment, Western Region, Decision No. 5.)

- 6g. **Brotherhood of Railroad Trainmen v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 647.)

Claim of yardmaster for reinstatement. *Decided:* Parties at interest agreed in hearing before Board to withdraw case. Docket is therefore closed. (Train Service Board of Adjustment, Western Region, Decision No. 6.)

- 7g. **Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 649.)

Claim of conductor for 100 miles, account deadhead trip ordered by the company and no other service performed on same date. *Decided:* That claim of employees is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 7.)

- 8g. **Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 650.)

Claim of brakeman for 33½ miles, account being runaround by another brakeman, after first release, who was used on emergency call to relieve a brakeman who was taken ill en route. Employees claim that it is not permissible for the carrier to use an extra man to fill a second vacancy if other extra men are on the extra board at the time of the first release. Organization contends that when a made-up crew reaches the home terminal of the district upon which used that such crew should be disbanded. *Decided:* That claim of employees is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 8.)

- 9g. **Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 651.)

Claim of conductor and crew for 33½ miles each, account being runaround. *Decided:* That employees' claim is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 9.)

- 10g. **Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 651.)

Claim of conductor and brakeman for compensation under Article III of Supplement No. 16 to General Order No. 27 for short turnaround passenger service. Committee claims that method of splitting the day, as used by the company, was contrary to the established method as set forth in the above-mentioned article. *Decided:* That the contention of the organization is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 10.)

- 11g. **Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines).** (II, R. L. B., 652.)

Claim of conductor and brakeman for eight hours' pay under the held-away-from-home-terminal rule, account having been held at terminal. The organization contends that this was a made-up crew and that the rules obligate the carrier to designate a home terminal for each crew. *Decided:* That claim of organization is allowed. (Train Service Board of Adjustment, Western Region, Decision No. 11.)

**12g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 653.)**

Request that mixed-train rates be paid crews working in turnaround service in which the assigned crew handles freight service in one direction and passenger service in the other. The committee claims that the carrier was in error in changing the rate of pay, as the service performed is identical with the service performed prior to the change in rates. *Decided:* That claim of organization is sustained and that back payments shall be made from March 1, 1920. (Train Service Board of Adjustment, Western Region, Decision No. 12.)

**13g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 654.)**

Claim of conductor and brakeman for runaround, account the chain gang through freight board being increased two crews. The management claims that the conditions of the service warranted an increase of two crews. *Decided:* That an emergency existed and therefore the claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 13.)

**14g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 655.)**

Claim of conductors for one day's pay at work-train rate, account not having been promptly placed on work trains to which they had been assigned. The carrier claims that the conductors in question were not available for service on the dates for which time is claimed and that no schedule rules support the payment of such claims. *Decided:* That claim of employees is denied. (Train Service Board of Adjustment, Western Region, Decision No. 14.)

**15g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 657.)**

Conductor's claim for through freight rates account not being allowed to exercise seniority rights. *Decided:* That claim of employees is denied. (Train Service Board of Adjustment, Western Region, Decision No. 15.)

**16g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 661.)**

Claim of conductor for additional 30 minutes each day, account putting train away at turn-around point. The management declines claim on the ground that the overtime on this run is sufficient to absorb the special allowance. *Decided:* That claim of employees is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 16.)

**17g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 663.)**

Claim of conductor for two runarounds of 25 miles each, account of being run around at initial terminal while loading stock. *Decided:* That claim is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 17.)

**18g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 665.)**

Claim of conductor for local freight rate of pay for trip in through freight service, account of being required to pick up and set out cars en route. *Decided:* The evidence shows that the company concedes paying for terminal switching at points in question; therefore, the Board believes it would be inconsistent to use this same switching time for the purpose of converting through freight service to local freight service. Claim is therefore denied. (Train Service Board of Adjustment, Western Region, Decision No. 18.)

**19g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 667.)**

Claim of brakemen for runaround account of being runaround at initial terminal while loading stock. *Decided:* That claim is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 19.)

**20g. Brotherhood of Railroad Trainmen v. Northern Pacific Railway. (II, R. L. B., 668.)**

Claim of yardman for difference in amount received as yardman and what he would have received as assistant yardmaster, account not having been used to fill temporary vacancy as assistant yardmaster, claiming that in filling this temporary vacancy the senior qualified yardman should be used irrespective of seniority as assistant yardmaster. The carrier claims that the senior qualified assistant yardmaster should be used. *Decided:* That the position of the company is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 20.)

**21g. Brotherhood of Railroad Trainmen v. Northern Pacific Railway. (II, R. L. B., 672.)**

Claim of yardman for helper's rate of pay account having been used to fill temporary vacancy of switchtender at a time when no extra switchtenders were available. *Decided:* That claim is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 21.)

**22g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 675.)**

Claim of former fireman for reinstatement and pay for time lost. *Decided:* That inasmuch as neither party to this dispute has strictly conformed to the general practice under rule 131 of the firemen's schedule, relative to the holding of investigations, claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 22.)

**23g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 676.)**

Claim of brakemen for 25 miles for runaround account of crew leaving terminal ahead of them—both crews having been called in turn but used in opposite directions out of the terminal. *Decided:* That claim of employees is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 23.)

**24g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 677.)**

Claim of brakemen assigned to mixed-train service for payment at mixed-train rate, account company issuing bulletin which changed working conditions contrary to the local agreement. *Decided:* That special agreement having been made with the local representatives of the men and approved by the general chairmen and the management, any change in it should be made by agreement. Claim sustained. (Train Service Board of Adjustment, Western Region, Decision No. 24.)

**25g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 681.)**

Claim of brakeman for 116 miles—time lost account being denied run in accordance with seniority. *Decided:* That employee in question having laid off before exercising seniority, he became subject to the provisions of rule 4, Article III, of trainmen's agreement. Claim is therefore denied. (Train Service Board of Adjustment, Western Region, Decision No. 25.)

**26g. Brotherhood of Railroad Trainmen v. Northern Pacific Railway. (II, R. L. B., 683.)**

Request that position now being filled by switchtender be reclassified as position of engine herder and paid the switchman's rate, instead of switchtender's rate. *Decided:* That position in question has for years been classified as switchtender's position and paid accordingly. Claim is therefore denied. (Train Service Board of Adjustment, Western Region, Decision No. 26.)

**27g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 687.)**

Conductor's claim for additional compensation account not being used as pilot on passenger train detoured over other tracks. *Decided:* Employee in question was not available because of previous service. Claim is therefore denied. (Train Service Board of Adjustment, Western Region, Decision No. 27.)

**28g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 689.)**

Claim of assistant yardmaster for service performed as engine herder. This claim covers period from January 1, 1917, to December 29, 1917, and affects positions which did not come under the provisions of any of the various schedules at that time. *Decided:* That claim is dismissed account no jurisdiction. (Train Service Board of Adjustment, Western Region, Decision No. 28.)

**29g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 692.)**

Claim of yardman for eight hours' pay account not being used as assistant yardmaster. Company claims there is no rule in the train or yardmen's schedule which would support the contention of the yardman in this case. *Decided:* That position of company is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 29.)

**30g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 695.)**

Claim of switchman for reinstatement with pay for time lost. *Decided:* That claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 30.)

**31g. Brotherhood of Locomotive Engineers et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 696.)**

Claim of employees that Decision No. 2 of the United States Railroad Labor Board should be applied to the rates of pay for firemen and engineers attending lawsuits or performing similar service for company. *Decided:* That position of employees is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 31.)

**32g. Brotherhood of Locomotive Engineers et al. v. Atchison, Topeka & Santa Fe Railway et al. (II, R. L. B., 697.)**

Application of Decision No. 2 of United States Railroad Labor Board to rates of pay for firemen and engineers attending lawsuits or performing similar service for company. *Decided:* That employees' position is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 32.)

**33g. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 698.)**

Claim of engineers and firemen for continuous time account being tied up before expiration of 14 hours. Company claims that it is permissible to tie up a pool crew at an intermediate point and considers that such point becomes a terminal on that occasion for that particular crew. *Decided:* That contention of the company can not be sustained. If there are valid operating reasons why the tie-up point in question should receive special consideration, a rule should be negotiated covering this condition. Claim of employees is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 33.)

**34g. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 699.)**

Question as to method of making reductions or increases of crews under Chicago joint agreement between the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen. Committee claims that a crew which had been taken off should be restored and paid for time off account mileage made during the last half of month not justifying the reduction. Check of mileage made by management shows that reduction was justified. *Decided:* That claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 34.)

**35g. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 701.)**

Request for restoration of employee to position of hostler at point where the company claims there is not sufficient work connected with the handling of engines to justify the position of hostler. *Decided:* It is understood that the hostling service performed was less than 25 per cent of regular assignment. Committee's request is therefore denied. (Train Service Board of Adjustment, Western Region, Decision No. 35.)

**36g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 703.)**

Claim of engineer and fireman for additional payment of 50 minutes for time consumed in rebrassing car picked up en route and filling water car. *Decided:* That case is dismissed, inasmuch as request is in effect a request for new rule which is beyond authority of the Board. (Train Service Board of Adjustment, Western Region, Decision No. 36.)

**37g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 706.)**

Claim of fireman for continuous time from time he left home terminal until his return thereto, assignment having been canceled when he reached the away-from-home terminal and used in chain-gang service when returning him to his home terminal. *Decided:* That claim of employees is denied. (Train Service Board of Adjustment, Western Region, Decision No. 37.)

**38g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 708.)**

Claim of engineer and fireman for additional 100 miles account taking their engine to terminal for repairs after completion of day's work in work-train service. *Decided:* That claim is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 38.)

**39g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 710.)**

Claim of engineer and fireman for continuous time account being tied up at station in question in less than 14 hours. *Decided:* To remand case to parties at interest for adjustment if possible. Board believes rule conforming to statement of facts should be made and claim settled accordingly. (Train Service Board of Adjustment, Western Region, Decision No. 39.)

**40g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 713.)**

Claim of engineer and fireman for run-around account not being called in regular turn in chain-gang service after having been on duty eight hours and five minutes. The company did not consider that the crew had sufficient time under the hours-of-service law to make the second trip. *Decided:* That claim is sustained. Opinion of the Board that interpretation of run around rules by management and practices resulting therefrom were not changed by decision to question 49, memorandum of director general, dated November 15, 1917; therefore claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 40.)

**41g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 716.)**

Claim of firemen on suspended list for time lost account not being permitted to displace junior firemen holding hostler positions regularly assigned thereto by bulletin. *Decided:* That while in the opinion of the Board senior firemen should not be suspended from service and junior men retained as hostlers, the statements made to the Board by the representatives of both sides do not make clear just what the practice has been, therefore payment of claim for time lost in this particular case is denied. (Train Service Board of Adjustment, Western Region, Decision No. 41.)

**42g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 721.)**

Claim of engineer and fireman for continuous time in mountain helper service, which was operated by the company on a straight-away basis with two designated terminals. *Decided:* That claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 42.)

**43g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 725.)**

Claim of engineer and fireman for additional 100 miles, account making a side trip at junction point. The company claims this crew was called for the express purpose of making a diverted trip and therefore crew was not required to go off their run. *Decided:* That under the circumstances in this case the claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 43.)

**44g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 728.)**

Claim of fireman for removal of discipline assessed against his personal record and pay for time lost. *Decided:* That claim is denied. (Train Service Board of Adjustment, Western Region, Decision No. 44.)

**45g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 732.)**

Claim of engineer and fireman assigned to helper service for continuous time on dates which they were required to take their engine to terminal for repairs. *Decided:* (1) That crew in question was assigned on turn-around basis and should be paid accordingly. (2) While not understood that paragraph (c), rule 131, is applicable, it is admitted by both parties that it was not complied with, and evidence submitted by employees shows deductions made from employees' pay dated back several months. Claim is therefore sustained. (Train Service Board of Adjustment, Western Region, Decision No. 45.)

**46g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 737.)**

Claim of employees for differential for helpers on Gallup coal run, in accordance with Supplement No. 16 to General Order No. 27. *Decided:* In accordance with agreement between representatives of employees and director general, Board decides that claim is sustained from March 1, 1920, to May 1, 1920. (Train Service Board of Adjustment, Western Region, Decision No. 46.)

**47g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 738.)**

Use of "pay period" under held-away-from-home-terminal rule as service period in connection with deadhead trips and pay one-half time for deadhead service. The case before the Board involves ruling issued by the company under which it declines to pay full time for deadheading when a crew is held away from home terminal eight hours or more, while agreeing to pay full rates if held less than eight hours, thus classifying held-away-from-home time as *other service* in one case and not in another. *Decided:* That the position of the company is not sustained. (Train Service Board of Adjustment, Western Region, Decision No. 47.)

**48g. Order of Railway Conductors et al. v. Northern Pacific Co. (II, R. L. B., 739.)**

Claim of conductor for continuous time for trip in work-train service; again called for work-train service and allowed 10 hours pay at work-train rates for each service. *Decided:* That claim is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 48.)

**49g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 741.)**

Claim of passenger conductors for back pay on runs between points mentioned on basis of one-twenty-sixth of monthly guarantee, retroactive to June 15, 1920. *Decided:* That case is remanded for further information regarding intention of parties when making assignments or for settlement by the committee and railway. (Train Service Board of Adjustment, Western Region, Decision No. 49.)

**50g. Order of Railway Conductors et al. v. Northern Pacific Railway. (II, R. L. B., 744.)**

Claim of brakeman for back pay on run between points mentioned on basis of one-twenty-sixth of monthly guarantee. *Decided:* Board remands case for further information regarding intention of parties when change in assignments was made, or for settlement by committee and railway. (Train Service Board of Adjustment, Western Region, Decision No. 50.)

**51g. Order of Railway Conductors et al. v. Atchison, Topeka & Santa Fe Railway (Coast Lines). (II, R. L. B., 748.)**

Request of conductor for removal of demerit marks assessed against his record account derailment. *Decided:* That this dispute not having arisen out of occurrences subsequent to February 20, 1921, the Board is without authority and the case is therefore remanded for lack of jurisdiction. (Train Service Board of Adjustment, Western Region, Decision No. 51.)

**52g. Brotherhood of Locomotive Engineers et al. v. Los Angeles & Salt Lake Railroad. (II, R. L. B., 749.)**

Question regarding proper computation of mileage in determining number of crews to be assigned in order to bring mileage within limit of 3,200 to 3,800 miles under Chicago joint agreement between the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen. *Decided:* Board believes men should confer and endeavor to reach mutually satisfactory arrangement for operating helper service. Case is therefore remanded for 90 days. (Train Service Board of Adjustment, Western Region, Decision No. 52.)

**53g. Brotherhood of Locomotive Engineers et al. v. Northern Pacific Railway. (II, R. L. B., 752.)**

Claim of engineer and fireman for additional payment of 100 miles in assigned helper service account taking their engine to terminal for repairs and not being used in their regular assignment in pusher service on May 17, 1920. *Decided:* That claim is sustained. (Train Service Board of Adjustment, Western Region, Decision No. 53.)



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### A. INDEX TO DIGEST OF DECISIONS.

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[NOTE.—The numbers following the index subjects refer to the corresponding paragraph numbers of the Digest of Labor Board Regulations; e. g., "2d" following the index reference to "Applications to be considered in regular order" refers to the paragraph marked "2d."]

**Application for Decision:**

Applications to be considered in regular order, 2d.

Applications to be made on prescribed form, 3d.

Facts to be set out in application, 2d.

Joint submissions urged, 4d.

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**Duties of Carriers and Employees:**

Conference to be held on disputes, 1d.

Parties must comply with the law, 1d.

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**E. INDEX TO DIGEST OF COURT DECISIONS.**

[NOTE.—The numbers following the index subjects refer to the corresponding paragraph numbers of the Digest of Court Decisions; e. g., "5e" following the index reference to "Atlanta, Birmingham & Atlantic Railway Co. v. Atlanta, Birmingham & Atlantic Railway Co. (271 F. 731)" refers to the paragraph marked "5e".]

**Cases Cited:**

Birmingham Trust &amp; Savings Co. v. Atlanta, Birmingham &amp; Atlantic Ry. (271 F. 731), 5e.

Birmingham Trust &amp; Savings Co. v. Atlanta, Birmingham &amp; Atlantic Ry. (271 F. 743), 6e.

Gregg v. Starks et al. (224 S. W., 459), 2e.

Mahoney et al. v. Washington &amp; Old Dominion Railway (District of Columbia, Equity No. 38189), 3e.

**Cases cited—Continued.**

St. Louis Union Trust Co. *v.* Missouri & North Arkansas Railroad (270 F. 796), 4e.  
 Wendele *v.* Union Pacific Railroad Co. et al. (Kansas Court of Industrial Relations, Docket No. 3293), 1e.

**Courts Issuing Decisions:**

Courts of Appeal—  
     Kentucky, 2e.  
 Industrial relations courts—  
     Kansas, 1e.  
 Supreme courts—  
     District of Columbia, 3e.  
 U. S. district courts—  
     Arkansas, Eastern Division, 4e.  
     Georgia, Northern Division, 5e, 6e.

**Subjects Covered by Court Decisions:**

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     Right of carrier to discharge employees, 3e.  
 Kansas Court of Industrial Relations, jurisdiction of—  
     Decisions applicable only to residents of Kansas, 1e.  
 Railroad Administration adjustment boards, jurisdiction of—  
     Disputes arising subsequent to Federal control, 2e.  
 Railroad Labor Board, jurisdiction of—  
     Carriers in hands of receiver, 5e.  
     Individual employees without provision for relief, 2e.  
     Interurban or suburban electric railway, 3e.  
     Kansas Industrial Court Act not in conflict with, 1e.  
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     Receiver's right to change wages fixed by Labor Board, 4e, 5e, 6e.  
     Striking employees forfeit right to hearing on, 6e.  
     Wages fixed by Kansas Court of Industrial Relations, 1e.  
 Seniority rights—  
     Assignment to runs, 2e.  
 Strikes—  
     Right to hearing of employees on, 6e.  
 Transportation Act, 1920—  
     Penalty under Sec. 312, application of, 4e.

## F. INDEX TO DIGEST OF INTERSTATE COMMERCE COMMISSION'S REGULATIONS.

[NOTE.—The numbers following the index subject refer to the corresponding paragraph numbers of the Digest of Interstate Commerce Commission's Regulations; e. g., "If" following the index reference to "Group No. 1, organizations of employees," refers to the paragraph marked "If."]

**Employee Groups Authorized to Offer Nominations:**

Group No. 1, organizations of employees, 1f, 4f, 7f.  
 Group No. 2, organizations of employees, 1f, 4f, 7f.  
 Group No. 3, organizations of employees, 1f, 4f, 7f.  
 Group No. 4, organizations of subordinate officials, 3f, 4f, 7f.

**Management Groups Authorized to Offer Nominations:**

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**Nomination of Members to Railroad Labor Board:**

Labor group representatives, nomination of, 1f, 3f, 4f, 7f.  
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**Subordinate Officials:**

Classes of employees included in "subordinate officials," 2f, 5f, 6f.  
 Definition of term "subordinate officials," 2f.

## G. INDEX TO DIGEST OF DECISIONS OF THE ADJUSTMENT BOARDS.

## WESTERN REGION, TRAIN SERVICE.

**Abolishment of Positions:**

Cancellation of runs while away from home terminal, 37g.  
Hostlers at helper station, 35g.

**Assignment of Runs:**

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**Chicago Joint Agreement:**

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**Deadhead Service:**

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**Discipline:****Dismissals—**

Gallets, J. A., 22g.  
Hamilton, D. H., 30g.  
White, W. B., 6g.

**Suspensions—**

Manning, Fireman, 44g.  
Servis, S. S., 51g.

**Held Away from Home Terminal:**

Home terminal of made-up crew, 11g.  
Use of "pay period" as "service period," 47g.

**Helper Service:**

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Taking engine to terminal for repairs, 45g, 53g.

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**Local Freight Service:**

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**Pilots on Passenger Trains:**

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Application of schedule rules affecting pay for—  
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Method of computing pay, 48g.

Taking engine to terminal for repairs, 38g.

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# CUMULATIVE TABLE SHOWING DOCKETS UPON WHICH DECISIONS HAVE BEEN RENDERED.

VOLUMES I AND II.

[NOTE.—The asterisk is used to indicate dockets upon which only addenda or interpretations have been rendered; also decisions upon which addenda or interpretations have been rendered.]

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1.....	*2	*50.....	.....	*103.....	.....
1 $\frac{1}{2}$ .....	*119	54.....	43	*104.....	.....
2.....	17	55.....	21	105.....	37
2.....	*2	56.....	22	*107.....	.....
3.....	*119	57.....	23	108.....	156
4.....	*2	58.....	52	109.....	157
5.....	*119	59.....	34	110.....	53
6.....	3	60.....	85	111-1.....	47
7.....	3	61.....	35	111-2.....	48
8.....	3	62.....	24	111-3.....	49
9.....	4	63.....	25	112.....	58
10.....	6	64.....	26	113.....	94
12.....	18	65.....	27	115.....	158
13.....	13	66.....	28	116.....	159
14.....	109	67.....	29	117.....	107
15.....	7	68.....	30	118-A.....	59
16.....	32	69.....	93	118-B.....	60
17.....	20	*70.....	.....	118-C.....	61
19.....	54	*71.....	.....	118-D.....	62
20.....	10	*72.....	.....	118-G.....	63
21.....	11	*73.....	.....	118-I.....	64
22.....	11	*74.....	.....	118-J.....	71
23.....	11	*75.....	.....	118-K.....	65
25.....	427	*76.....	.....	118-L.....	66
25.1.....	428	*77.....	.....	118-N.....	67
25.2.....	429	78.....	44	118-O.....	68
25.3.....	430	81.....	150	118-P.....	72
25.4.....	431	83.....	9	118-Q.....	73
25.5.....	432	*84.....	.....	118-R.....	74
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25.7.....	434	*86.....	.....	118-T.....	69
25.9.....	435	*88.....	.....	118-U.....	76
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25.12.....	438	91.....	31	118-X.....	79
26.....	108	92.....	36	118-Y.....	80
26.A.....	33	*93.....	.....	118-Z.....	81
27.....	5	94.....	39	119-1.....	145
30.....	12	*95.....	.....	119-2.....	146
34.....	19	96.....	86	120.....	41
36.....	14	97.....	122	121.....	42
38.....	70	98.....	45	122.....	300
*40.....	.....	99.....	46	123-B.....	82
43.....	55	100.....	87	123-C.....	83
45.....	16	101.....	40	123-D.....	84
46.....	38	102-1.....	56	124.....	204
48.....	8	102-2.....	57	132.....	51

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134.....	160	208.....	178	306.....	191
136.....	92	209.....	134	307.....	240
137.....	260	210.....	113	309.....	192
138.....	307	211.....	236	310.....	193
140.....	88	213.....	135	*312.....	
141.....	439	216.....	179	314.....	223
142.....	121	217.....	267	315.....	216
*144.....	89	218.....	318	316.....	249
		219.....	319	317.....	301
147.....	123	220.....	320	326.....	250
148.....	124	221.....	321	327.....	499
149.....	125	225.....	167	329.....	527
150.....	95	228.....	206	330.....	120
151.....	96	229.....	207	333.....	111
152.....	97	*230.....		337.....	194
153.....	98	231.....	114	338.....	241
*156.....		232.....	180	339.....	195
157.....	104	233.....	115	340.....	242
158.....	105	234.....	116	341.....	196
159.....	308	235.....	208	343.....	197
161.....	176	236.....	190	344.....	198
162.....	106	237.....	168	345.....	268
163.....	151	238.....	169	346.....	199
164.....	126	239.....	131	347.....	200
165.....	127	240.....	181	348.....	243
166.....	110	*242.....		349.....	251
168.....	129	243.....	480	350.....	201
169.....	309	250.....	182	352.....	226
170.....	143	251.....	237	353.....	147
171.....	130	252.....	183	353-96-G..... 353-214-A..... 353-277-A..... 353-290-A.....	174
172.....	90	254.....	238		215
173.....	112	257.....	138		217
176.....	99	258.....	140		228
177.....	100	260.....	139		290
178.....	101	261.....	141	354.....	213
179.....	102	262.....	184	355.....	457
180.....	103	263.....	185	356.....	252
181.....	310	264.....	221	357.....	253
182.....	311	267.....	186	359.....	202
183.....	312	269.....	187	360.....	148
184.....	313	271.....	188	361.....	269
185.....	314	272.....	209	362.....	254
186.....	315	273.....	142	363.....	203
187.....	316	274.....	212	364.....	302
188.....	317	275.....	322	365.....	244
189.....	550	276.....	210	366.....	245
190.....	128	277.....	323	367.....	246
191.....	91	279.....	481	368.....	214
192.....	152	281.....	324	369.....	325
195.....	235	285.....	496	370.....	255
196.....	161	286.....	497	372.....	270
197.....	162	287.....	498	373.....	289
198.....	132	289.....	239	375.....	326
199.....	163	292.....	189	376.....	482
200.....	164	293.....	170	379.....	154
201.....	165	294.....	190	380.....	153
203.....	133	295.....	171	381.....	155
204.....	177	298.....	117	385.....	554
205.....	166	299.....	144	387.....	261
206.....	136	300.....	118	389.....	175

Cumulative table showing dockets upon which decisions have been rendered—Continued.

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390.....	256	475.....	*222	579.....	347
391.....	303	478.....	*501	581.....	348
392.....	173	480.....	403	583.....	491
393.....	483	482.....	404	592.....	449
398.....	205	485.....	340	593.....	450
*399.....	485	488.....	341	594.....	492
400.....	271	492.....	342	596.....	493
402.....	374	493.....	272	597.....	541
403.....	219	494.....	247	598.....	542
404.....	*218	497.....	248	599.....	543
405.....	220	498.....	273	600.....	544
406.....	484	499.....	364	604.....	382
408.....	528	500.....	274	608.....	529
414.....	485	501.....	275	609.....	383
415.....	486	502.....	359	611.....	494
416.....	487	503.....	375	613.....	349
420.....	327	504.....	276	615.....	451
422.....	257	508.....	262	616.....	452
423.....	258	509.....	277	617.....	453
424.....	579	511.....	343	618.....	454
425.....	230	512.....	376	619.....	455
426.....	224	513.....	365	621.....	350
427.....	397	514.....	278	622.....	351
428.....	328	516.....	279	625.....	384
429.....	329	517.....	280	626.....	405
430.....	330	520.....	263	627.....	406
431.....	331	523.....	458	628.....	352
432.....	398	526.....	459	629.....	407
433.....	231	528.....	306	630.....	385
435.....	232	529.....	294	632.....	408
436.....	233	530.....	281	635.....	287
437.....	332	531.....	264	636.....	460
438.....	399	534.....	265	637.....	386
440.....	440	535.....	266	638.....	373
441.....	441	536.....	344	641.....	368
442.....	234	537.....	304	642.....	225
443.....	400	538.....	295	643.....	552
444.....	333	539.....	360	645.....	560
445.....	442	542.....	296	646.....	461
446.....	443	543.....	297	648.....	288
447.....	444	544.....	282	650.....	558
448.....	259	545.....	298	651.....	478
449.....	514	546.....	361	652.....	479
450.....	445	547.....	362	653.....	462
451.....	446	548.....	283	654.....	409
452.....	447	550.....	305	655.....	353
453.....	448	551.....	363	656.....	515
455.....	502	552.....	366	657.....	354
457.....	334	553.....	284	661.....	291
460.....	335	554.....	285	662.....	410
461.....	336	555.....	377	663.....	411
462.....	337	556.....	286	664.....	355
463.....	401	560.....	378	674.....	369
465.....	338	563.....	345	675.....	370
466.....	229	564.....	379	676.....	371
467.....	488	566.....	380	677.....	572
469.....	489	570.....	367	678.....	463
470.....	500	575.....	530	679.....	464
471.....	402	578.....	381	681.....	387
473.....	339		490	682.....	465
474.....			346	683.....	531

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*Cumulative table showing dockets upon which decisions have been rendered—Continued.*

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685.....	563	784.....	391	889.....	536
687.....	476	785.....	559	893.....	473
691.....	564	790.....	392	894.....	537
692.....	466	791.....	393	898.....	553
693.....	412	801.....	506	902.....	474
713.....	477	807.....	507	909.....	396
716.....	413	808.....	575	911.....	475
720.....	293	810.....	576	912.....	538
722.....	467	813.....	508	918.....	503
735.....	414	814.....	534	920.....	517
	227	815.....	539	922.....	426
739.....	356	816.....	421	923.....	518
740.....	532	817.....	422	924.....	519
744.....	415	819.....	292	926.....	520
745.....	416	821.....	423	930.....	521
746.....	417	822.....	424	932.....	546
749.....	557	832.....	540	937.....	569
750.....	556	833.....	509	939.....	578
751.....	533	837.....	510	944.....	522
753.....	468	838.....	511	945.....	523
754.....	388	839.....	512	947.....	426
755.....	555	841.....	561	948.....	
756.....	565	842.....	562	949.....	570
757.....	574	843.....	535	952.....	426
758.....	389	844.....	513	956.....	524
759.....	390	845.....	299	958.....	547
760.....	566	846.....	456	960.....	525
761.....	567	851.....	581	969.....	548
762.....	372	860.....	568	992.....	549
763.....	418	862.....	577	1004.....	571
764.....	469	863.....	394	1214.....	545
770.....	419	880.....	425	1215.....	495
771.....	357	881.....	395	1236.....	504
772.....	420	883.....	470	1258.....	
778.....	580	887.....	471		
779.....	358	888.....	472		

**CUMULATIVE TABLE SHOWING CASES UPON WHICH DECISIONS HAVE BEEN RENDERED.**

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**DOCKETS UPON WHICH ONLY ADDENDA OR INTERPRETATIONS HAVE BEEN RENDERED.**

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40.....		1-Dn. 2	104.....		14-Dn. 2
50.....		2-Dn. 2	107.....		19-Dn. 2
70.....		4-Dn. 2	144.....		16-Dn. 2
71.....		5-Dn. 2	156.....		17-Dn. 2
72.....		6-Dn. 2	230.....		18-Dn. 2
73.....		9-Dn. 2	242.....		22-Dn. 2
74.....		9-Dn. 2	312.....		21-Dn. 2
75.....		9-Dn. 2	353.....	1-Dn. 147	
76.....		7-Dn. 2		2-Dn. 147	
77.....		7-Dn. 2	353-96-G	1-Dn. 215	
84.....		3-Dn. 2	399.....		3-Dn. 119
85.....	6-Dn. 2		404.....	1-Dn. 218	
86.....	5-Dn. 2		475.....	1-Dn. 222	
88.....		10-Dn. 2		2-Dn. 222	
90.....		12-Dn. 2		3-Dn. 222	
93.....		15-Dn. 2		4-Dn. 222	
95.....		8-Dn. 2		5-Dn. 222	
99.....		11-Dn. 2		7-Dn. 222	
103.....		13-Dn. 2		9-Dn. 222	



**CUMULATIVE TABLE SHOWING CASES UPON WHICH  
ADDENDA OR INTERPRETATIONS HAVE BEEN REN-  
DERED.**

Misc. Case No.	Addendum No.	Interpre- tion No.	Misc. Case No.	Addendum No.	Interpreta- tion No.
70.2.....	4-2	.....	84.1.....	1-2	.....
83.1.....	2-2	.....	101.1.....	.....	{ 1-119 5-119



# **DECISIONS UPON WHICH ADDENDA OR INTERPRETATIONS HAVE BEEN RENDERED.**

[NOTE.—An asterisk is used to indicate addenda upon which interpretations have been rendered.]

Decision No.	Addenda No.	Interpreta- tion No.	Decision No.	Addenda No.	Interpreta- tion No.
		1			1
		2			2
		3	119.....	1	3
		4		*2	4
		5			5
		6			
		7	147.....	1	
		8		2	
		9		3	
		10	215.....	1	
		11	218.....	1	
		12		1	
		13		2	
		14		3	
		15		4	
		16	222.....	5	
		17		6	
		18		7	
		19		8	
		20		9	
2.....	1	21	501.....	1	
	2	22			
	3				
	4				
	5				



**ADDENDA UPON WHICH INTERPRETATIONS HAVE BEEN  
RENDERED.**

Addendum to decision.	Interpreta- tion No.
2-Dn. 119.....	1







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